

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

11-13-07

LEASE NO. GS-03B-07385

THIS LEASE, made and entered into this date by and between

Winchester Cold Storage Company

whose address is

605 North Loudoun Street  
Winchester, VA 22601

and whose interest in the property hereinafter described is that of

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

101,269 Rentable Square Feet of office and related space at 188 Brooke Road in Winchester, VA  
to be used for such purposes as determined by the General Services Administration

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on  
September 28, 2007 through March 27, 2009, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$1,399,537.58 at the rate of \$116,628.13 per month in arrears. Rent for  
a lesser period shall be prorated. Rent checks shall be made payable to:  
Winchester Cold Storage Company, 605 North Loudoun Street, Winchester, VA 22601

4. The Government may terminate this lease at any time on or after March 27, 2008 by giving at least 60 days notice in  
writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing  
with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, provided notice to be given in writing to the lessor at least 120 days  
before the end of the original lease or any renewal term, for the following terms and at the following rentals:

One (1), two (2) year renewal option, with a shell rental rate of (b)(4) per rentable square foot and an operating rental rate of (b)(4) per  
rentable square foot. All other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be  
computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

All utilities, services, operations, repairs, maintenance, and janitorial and other considerations as set forth in this lease.

7. The following are attached and made a part hereof:

~~The General Provisions and Instructions (Standard Form 2 - A \_\_\_\_\_ edition).~~

- a.) Rider to Lease- paragraphs 9-17
- b.) Solicitation for Offers 7VA2032
- c.) GSA Form 3518, Representations and Certifications
- d.) GSA Form 3517, General Clauses
- e.) Floor Plan

8. The following changes were made in this lease prior to its execution:

NONE

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR **Winchester Cold Storage Company**

BY

(b) (6)

(Signature)

(Signature)

IN PRESENCE OF:

(b) (6)

(Signature)

1605 N LOUDOUN ST., WINCHESTER, VA  
22602

(Address)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION, Public Buildings Service, Chesapeake Service Center

BY

(b) (6)

(Signature)

Contracting Officer

(Official title)

STANDARD FORM 2  
FEBRUARY 1965 EDITION

9. In no event shall the lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.

10. Notwithstanding any other provision of this agreement requiring the Government to give notice to exercise any option contained herein for extension of the lease for additional space in the facility, or for purchase of the facility, the lessor shall notify the Contracting Officer, in writing, at least 120 days prior to the time the option must be exercised. In the event the lessor fails to notify the Government, as required by this paragraph, the Government shall have the right to exercise the option at anytime prior to the expiration of the lease. ~~If GSA exercises the option to renew the lease, said rental will be based on the amount of operating cost adjustments accrued up to date of renewal and calculation on the basis of the new adjusted base rate for services and utilities.~~

11. Upon acceptance of the leased premises by the Government, payment will be made at the rate of:

**Months 1 through 18:**

Shell Rent: (b)(4) (per Rentable Square Foot)  
Operating Costs: (b)(4) (per Rentable Square Foot)

**Renewal option period (2 Years):**

Shell Rent: (b)(4) (per Rentable Square Foot)  
Operating Costs: (b)(4) (per Rentable Square Foot)

12. Thirty days after occupancy, lessor must submit reproducible floor plans to a scale of 1/8 inch showing rented space and identifying entrances, exits, stairs, windows, partitions, closets, etc.

13. Common Area Factor

The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Area Square Feet to determine the rentable square feet is 1.03335714%.

14. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove same if so desired. In the event such are not removed by the Government at the end of this lease term, or any extension thereof, title shall vest in the Lessor and all right of restoration waived.

15. Definitions:

- A. Where the word "offeror" appears it shall be considered to be "Lessor" .
- B. Where the word "should" appears it shall be considered to be "shall".
- C. Where the word "solicitation" appears it shall mean "Lease".

16. Winchester Cold Storage Company has also agreed to replace two (2) air conditioning units on the roof of the leased premises. One will be replaced no later than December 31, 2007, and the other in the first quarter of the 2008 calendar year.

17. Winchester Cold Storage Company has also agreed to review and label the circuit breaker boxes at the main entrance on the East side of the leased premises.



2007 SEP 20 PM 2:27

## SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

FOR

Federal Emergency Management Agency

IN

Winchester, Virginia

(b)(6)

NAME: Julie Hepp

TITLE: Contracting Officer

**Property of the United States Government – For Official Use Only-  
Copying, Disseminating, or Distributing These Drawings, Plans, or  
Specifications to Unauthorized Persons is Prohibited.**

The information collection requirements contained in this Solicitation/Contract, which are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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## 1.0 SUMMARY

### 1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)

- A. The General Services Administration (GSA) is interested in leasing approximately **110,000 rentable square feet** of space. The rentable space shall yield a minimum of **98,000 ANSI/BOMA Office Area** (previously Usable) square feet to a maximum of **105,000 ANSI/BOMA Office Area** square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offers (SFO).
- B. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein. For purposes of this SFO, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this SFO.
- C. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:
1. narrow column spacing;
  2. atriums, light wells, or other areas interrupting contiguous spaces;
  3. extremely long, narrow runs of space;
  4. irregular space configurations; or
  5. other unusual building features.
  6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer is unacceptable.
- D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet.

### 1.2 AREA OF CONSIDERATION

North - Route 11  
South - Route 50  
East - Interstate 81  
West - Route 37

### 1.3 LOCATION: OUTSIDE CITY CENTER (SEP 2000)

#### A. NEIGHBORHOOD:

1. Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere or 2) on an attractively-landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well-maintained and in consonance with a professional image.

#### B. PARKING:

1. The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1 space for every 250 rentable square feet of Government-demised area.

#### C. LOCATION AMENITIES:

- a. Adequate eating facilities shall be located within 2 miles. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within 2 miles.

### 1.4 LEASE TERM (SEP 2000)

The lease term is for **eighteen (18) months**. GSA may terminate this lease after **six (6) months on sixty (60) days** written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease.

### 1.5 OFFER DUE DATE

Offers are due by **9/14/07** and shall remain open until **award**.

**1.6 OCCUPANCY DATE (SEP 2000)**

Occupancy is required 30 calendar days after the Contracting Officer issues Notice to Proceed.

**1.7 HOW TO OFFER (MAR 2007)**

A. Offers shall be submitted to the Contracting Officer at:

General Services Administration  
Chesapeake Service Center  
Attention: Julie Hepp  
20 North 8<sup>th</sup> Street, 9<sup>th</sup> Floor  
Philadelphia, PA 19107-3191  
Phone- (215) 446-5768  
Fax- (215) 209-0699

B. The following documents, properly executed, shall be submitted no later than the close of business on the offer due date.

1. SFO Attachments:

- a. Attachment #1 – Rate Structure
- b. Attachment #2 – Additional Offer Form
- c. Attachment #3 - Prelease Fire Protection and Life Safety Evaluation (Form 12000)
- d. Attachment 4 – Prelease Building Security Plan

2. GSA Form 1364, Proposal to Lease Space.

3. GSA Form 1217, Lessor's Annual Cost Statement.

Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between LESSOR AND the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or \$) and Line 31(b) will reflect the agreement between the LESSOR AND the GSA Tenant Representative broker (expressed in either % or \$).

4. GSA Form 3518, Representatives and Certifications.

5. First generation blue-line plans of the space offered, scaled at 1/8" = 1'-0" (preferred) or larger.

- a. Photostatic copies are not acceptable. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested, more informative plans shall be provided within 15 calendar days.
- b. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
- c. GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award.

6. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.

7. Any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, etc., in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within 5 working days of the request.

8. If applicable, the agents' disclosure and authorization from each ownership entity to offer in this SFO and/or represent multiple buildings with different ownerships, which may have conflicting interests. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.

9. Documents supporting evidence of capability to perform. Refer to the "Evidence of Capability to Perform" paragraph in the MISCELLANEOUS section of this SFO.

10: Initial Construction Waste Management statement- (see paragraph 4.2). Note: to be followed by detailed submittal prior to construction commencement.

- C. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.
- D. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provision, 552.270-1 (d), *Restriction on Disclosure and Use of Data*.

E. **IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:**

1. Rate structure required from subparagraph B shall include the following:
  - a. A lease rate per square foot for the building shell rental. It is the intent of the Government to lease a building shell with a Tenant Improvement Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, and core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.
  - b. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.
  - c. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvement Allowance over the firm term of the lease.
  - d. ~~The annual amortized cost of the Tenant Improvement Allowance. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell buildout. The Tenant Improvement Allowance is stated in the "Tenant Improvements Included in Offer" paragraph elsewhere in this solicitation. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Improvement Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.~~
  - e. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs a, b, and d for the lease.
  - f. A fully-serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.
  - g. The Lessor's overhead and profit (if any), and the Offeror's administrative costs for the TI buildout allowance, expressed as a percentage rate. Other TI-related fees, such as architectural-engineering fees, permits and regulatory fees, will be negotiated post-award as part of the TI negotiation process (see paragraph entitled "Tenant Improvements Prior to the Government's Initial Acceptance of Space").

**1.8 BUILDING SHELL REQUIREMENTS (FEB 2007)**

A. The Lessor's buildout obligations in providing a building shell (at the Lessor's expense) shall include the following:

1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements.
2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.
3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph in the ARCHITECTURAL FINISHES section of this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in

accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph in the ARCHITECTURAL FINISHES section of this SFO.

5. **Partitions.** Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with primer and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
6. **Flooring.** All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
7. **Plumbing.** The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.
8. **HVAC.** Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.
9. **Electrical.** Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
10. **Lighting.** Parabolic type 2'-0" wide x 2'-0" long fluorescent lighting fixtures (or other building standard fixtures) shall be installed in the ceiling grid for an open office plan at the ratio of one (1) 2'-0" x 4'-0" fixture per 80 ANSI/BOMA Office Area square feet or two (2) 2'-0" x 2'-0" fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.
11. **Safety and Environmental Management.** Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. **Telephone Rooms.** Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.
13. **Demolition.** Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.
14. All of the above improvements are described in more detail hereinafter in this SFO.

#### 1.9 PLANS WITH OFFER (SEP 2000)

All drawing submittals must be prepared in accordance with GSA Region 3's CAD Deliverables Policy. The policy is available at [www.gsa.gov/midatlanticcadpolicy](http://www.gsa.gov/midatlanticcadpolicy).

#### 1.10 NEGOTIATIONS (MAY 2005)

- A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerors who are not included in the competitive range will be notified in writing.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

#### 1.11 PRICE EVALUATION (PRESENT VALUE) (MAY 2005)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office

Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.

- C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:
1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
  2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent
  3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent.
  4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
  5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.
  6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
  7. To the gross PVC will be added:
    - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
    - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
    - c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
  8. The Lessor is required, as part of their offer, to identify fees, if any, for overhead and profit charged by the Lessor for the Tenant Improvements requested by the Government. These fees, expressed as a percentage rate, will be evaluated. The amount of Lessor fee for overhead and profit will be added to the amount of the TI allowance for purposes of price evaluation (for example, if SFO specified TI allowance is \$30.00 / BOMA Office Area Foot, and Lessor fee is 5%, offer will be evaluated using \$31.50 / BOAF).
  9. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

#### 1.12 AWARD (JAN 1997)

- A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.
- B. The proposed lease shall consist of:
1. Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
  2. required clauses,
  3. required certifications and representations,
  4. the pertinent provisions of the offer, and
  5. the pertinent provisions of the SFO.
- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.



## 2.0 AWARD FACTORS

### 2.1 SEISMIC SAFETY (FEB 2007)

- A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, as modified below. If any offers are received which fully meet seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.
- B. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the Contracting Officer) from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, AS MODIFIED HEREIN:
- FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, shall be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard.
  - Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

BENCHMARK BUILDINGS (Table 3-1 of FEMA-310)			
BUILDING TYPE <sup>1</sup>	Model Building Seismic Design Provisions		
	BOCA <sup>1s</sup>	SBCCI <sup>1s</sup>	UBC <sup>1s</sup>
Wood Frame, Wood Shear Panels (Type W1 and W2) <sup>2</sup>	1992	1993	1976
Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976
Steel Moment Resisting Frame (Type S1 and S1A)	**	**	1994 <sup>4</sup>
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988
Light Metal Frame (Type S3)	*	*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976
Reinforced Concrete Moment Resisting Frame (Type C1) <sup>3</sup>	1992	1993	1976
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976
Steel Frame with URM Infill (Type S5 and S5A)	*	*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*	*	*
Tilt-up Concrete (Type PC1 and PC1A)	*	*	1997
Precast Concrete (Type PC2 and PC2A)	*	*	*
Reinforced Masonry (Type RM1)	*	*	1997
Reinforced Masonry (Type RM2)	1992	1993	1976
Unreinforced Masonry (Type URM) <sup>5</sup>	*	*	1991 <sup>6</sup>
Unreinforced Masonry (Type URMA)	*	*	*

<sup>1</sup> Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.

<sup>2</sup> Buildings on hillside sites shall not be considered Benchmark Buildings.

<sup>3</sup> Flat Slab Buildings shall not be considered Benchmark Buildings.

<sup>4</sup> Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.

<sup>5</sup> URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.

<sup>6</sup> Refers to the UBCB Section of the UBC.

<sup>1s</sup> Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.

\*

No Benchmark year; building shall be evaluated using FEMA-310.

\*\* Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, *National Building Code*.

SBCCI Southern Building Code Congress International, *Standard Building Code*.

UBC International Conference of Building Officials, *Uniform Building Code*.

- Section 1.3.2, Leased Buildings, shall be revised as follows:

- Buildings leased by the federal Government are exempt from these standards if both of the following apply:

- The leased space is less than 10,000 square feet **AND**
- The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration,  $S_s$ , is less than 0.167 gravity (g), or for which the design one-second period response acceleration,  $S_1$ , is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.

- FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.
- NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.

- C. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this SFO. Documentation of this evaluation shall be made available to the Government.

**2.2 AWARD BASED ON PRICE (SEP 2000)**

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this SFO and is the lowest priced offer submitted. Refer to the "Price Evaluation" paragraph in the SUMMARY section of this SFO.

### 3.0 MISCELLANEOUS

#### **3.1 SUBSEQUENT TENANT ALTERATIONS \$100,000 OR LESS (MAR 2007)**

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form. The two clauses from GSA Form 3517, General Clauses, 552.232-25, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

#### **3.2 RENTABLE SPACE (SEP 2000)**

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

#### **3.3 ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000)**

- A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

#### **3.4 COMMON AREA FACTOR (SEP 2000)**

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

#### **3.5 APPURTENANT AREAS**

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

#### **3.6 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)**

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.
- B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. In addition, the base cost of services subject to escalation will be reduced by said amount. The reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.
- C. The reduction in operating costs shall be \$ \_\_\_\_\_ per ANSI/BOMA Office Area Square Foot.

#### **3.7 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)**

##### **A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:**

- 1. ~~Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer and at a minimum shall state: amount of loan; term in years; annual percentage rate; and length of loan commitment.~~
- 2. ~~The name of the three (3) proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.~~
- 3. ~~The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.~~

4. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
5. Evidence of ownership or control of site.

B. AFTER AWARD:

~~Within 15 days after Contracting Officer issues Notice to Proceed, the successful Offeror shall provide to the Contracting Officer evidence of:~~

- ~~1. A firm commitment of funds in an amount sufficient to perform the work.~~
- ~~2. Award of a construction contract for Tenant Improvements with a firm completion date.~~
- ~~3. Issuance of a building permit covering construction of the improvements.~~

#### **4.0 GENERAL ARCHITECTURE**

##### **4.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000)**

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

##### **4.2 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)**

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

##### **4.3 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)**

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/(ASHRAE) Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

##### **4.4 WORK PERFORMANCE (SEP 2000)**

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

##### **4.5 BUILDING SYSTEMS (JAN 1997)**

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

##### **4.6 SPACE EFFICIENCY (SEP 2000)**

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

**4.7 FLOOR PLANS AFTER OCCUPANCY**

Within 60 days after occupancy, as-built mylar reproducible full floor plans, scaled at 1/8" = 1'-0", showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer.

**4.8 CAD AS-BUILT FLOOR PLANS (SEP 2000)**

Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer along with the mylar drawings required in the "Floor Plans After Occupancy" paragraph in the GENERAL ARCHITECTURE section of this SFO. All drawing submittals must be prepared in accordance with GSA Region 3's CAD Deliverables Policy. The policy is available at [www.gsa.gov/midatlanticcadpolicy](http://www.gsa.gov/midatlanticcadpolicy). The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

**4.9 FLOORS AND FLOOR LOAD (SEP 2000)**

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

**4.10 WINDOWS (SEP 2000)**

**BUILDING SHELL:**

A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.

B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

**4.11 ACCESSIBILITY (FEB 2007)**

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

## **5.0 ARCHITECTURAL FINISHES**

### **5.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)**

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the [www.epa.gov/cpg/products.htm](http://www.epa.gov/cpg/products.htm) web site.
- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:
1. the cost of the recommended product is unreasonable;
  2. inadequate competition exists;
  3. items are not available within a reasonable period of time; and
  4. items do not meet the SFO's performance standards.

### **5.2 WOOD PRODUCTS (SEP 2000)**

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site ([www.fscus.org/](http://www.fscus.org/)) or the Certified Forest Products Council web site ([www.certifiedwood.org/](http://www.certifiedwood.org/)).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: [www.certifiedwood.org/Resources/CITES/CITESContent.html](http://www.certifiedwood.org/Resources/CITES/CITESContent.html).
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

### **5.3 ADHESIVES AND SEALANTS (SEP 2000)**

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

### **5.4 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)**

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

### **5.5 CEILINGS (SEP 2000)**

- A. Ceilings shall be at least **9' feet, 0" inches** and no more than 11 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.

E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:

1. *Restrooms.* Plaster or spackled and taped gypsum board.
2. *Offices and Conference Rooms.* Mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
3. *Corridors and Eating/Galley Areas.* Plaster or spackled and taped gypsum board or mineral acoustical tile.

**5.6 WALL COVERINGS (SEP 2000)**

**A. BUILDING SHELL:**

1. *Physical Requirements.*
  - a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer.
  - b. Prior to occupancy, all elevator areas which access the Government-demised area and hallways accessing the Government-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.
2. *Replacement.* All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done after working hours.

**5.7 PAINTING (SEP 2000)**

**A. BUILDING SHELL:**

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls, columns, and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repair and repaint, at the Lessor's expense, as necessary during Tenant Improvements.
2. Public areas shall be painted at least every 3 years. Tenant areas shall be repainted every five (5) years, and any time during the occupancy by the Government if paint is peeling or permanently stained, except where damaged due to the negligence of the Government. Repainting includes the moving and returning of furnishings. All work shall be done after normal working hours as defined elsewhere in this SFO.

**5.8 DOORS: EXTERIOR (SEP 2000)**

**A. BUILDING SHELL:**

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

**5.9 DOORS: HARDWARE (NOV 2005)**

**A. BUILDING SHELL:**

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

**5.10 DOORS: IDENTIFICATION (SEP 2000)**

**A. BUILDING SHELL:**

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.



**5.11 PARTITIONS: GENERAL (SEP 2000)**

**A. BUILDING SHELL:**

Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

**5.12 PARTITIONS: PERMANENT (SEP 2000)**

**A. BUILDING SHELL:**

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

**5.13 PARTITIONS: SUBDIVIDING (SEP 2000)**

**A. BUILDING SHELL:**

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

**5.14 FLOOR COVERING AND PERIMETERS (SEP 2000)**

**A. BUILDING SHELL:**

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.

2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer.

**B. CARPET - REPAIR OR REPLACEMENT:**

1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:

- a. backing or underlayment is exposed;
- b. there are noticeable variations in surface color or texture; or
- c. tears and tripping hazards are present.

2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

**C. RESILIENT FLOORING - REPAIR OR REPLACEMENT:**

1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:

- a. it has curls, upturned edges, or other noticeable variations in texture.

2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

**D. TENANT IMPROVEMENT INFORMATION:**

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.

2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.

3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.

**E. INSTALLATION:**

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

**F. SAMPLES:**

When floor covering is to be newly installed or changed, the Lessor shall provide the Government with a minimum of 10 different color samples of each type of floor covering. The sample and color shall be approved by GSA prior to installation. No substitutes may be made by the Lessor after sample selection.

**5.15 CARPET TILE (SEP 2000)**

A. Any carpet to be newly installed shall meet the following specifications:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), or soil-hiding nylon.
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
3. *Carpet Pile Construction.* Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.
5. *Secondary Back.* The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.
6. *Total Weight.* Total weight shall be a minimum of 130 ounces per square yard.
7. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).
9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.
10. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.

**5.16 BUILDING DIRECTORY (SEP 2000)**

A. BUILDING SHELL:

A tamper-proof directory with lock shall be provided in the building lobby listing the Government agency(ies). It must be acceptable to the Contracting Officer.

## **6.0 MECHANICAL, ELECTRICAL, PLUMBING**

### **6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)**

#### **A. BUILDING SHELL:**

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

### **6.2 ENERGY COST SAVINGS (SEP 2000)**

- A. The Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. The ENERGY STAR Online Benchmark Tool can be found at the [www.epa.gov/energystar](http://www.epa.gov/energystar) web site.
- B. All new construction shall achieve an ENERGY STAR Building Label within 1 year after reaching 95 percent occupancy and will continue to retain the ENERGY STAR Building Label if the level of performance is maintained.
- C. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the [www.eren.doe.gov/femp](http://www.eren.doe.gov/femp) web site, or call the FEMP Help Desk at 1-800-566-2877.

### **6.3 DRINKING FOUNTAINS (SEP 2000)**

#### **A. BUILDING SHELL:**

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

### **6.4 TOILET ROOMS (SEP 2000)**

#### **A. BUILDING SHELL:**

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
2. Each main toilet room shall contain the following equipment:
  - a. a mirror above the lavatory;
  - b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
  - c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
  - d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
  - e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
  - f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
  - g. a disposable toilet seat cover dispenser; and
  - h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.

- B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

### **6.5 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)**

#### **A. BUILDING SHELL:**

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area Square feet of office space in a ratio of 50 percent men and 50 percent women.

2. Refer to the schedule separately for each sex.

NUMBER OF MEN*WOMEN			WATER CLOSETS	LAVATORIES
1	-	15	1	1
16	-	35	2	2
36	-	55	3	3
56	-	60	4	3
61	-	80	4	4
81	-	90	5	4
91	-	110	5	5
111	-	125	6	5
126	-	150	6	**
> 150			***	

\* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.

\*\* Add one lavatory for each 45 additional employees over 125.

\*\*\* Add one water closet for each 40 additional employees over 150.

3. For new installations:
- Water closets shall not use more than 1.6 gallons per flush.
  - Urinals shall not use more than 1.0 gallons per flush.
  - Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

## 6.6 HEATING AND AIR CONDITIONING (SEP 2000)

### A. BUILDING SHELL:

- Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
- Simultaneous heating and cooling are not permitted.
- Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- Equipment Performance.* Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq.ft. to minus 1.5 W/sq.ft. from initial design requirements of the tenant.
- HVAC Use During Construction.* The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
  - a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
  - no permanent diffusers are used;
  - no plenum-type return air system is employed;
  - the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and

- e. following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
- 7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
- 8. *Insulation.* All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- 9. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- B. **TENANT IMPROVEMENT INFORMATION:**
  - 1. *Zone Control.* Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 ANSI/BOMA Office Area square feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

**6.7 VENTILATION (SEP 2000)**

**BUILDING SHELL:**

- A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.
- B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.

**6.8 VENTILATION: TOILET ROOMS (DEC 1993)**

**BUILDING SHELL**

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

**6.9 ELECTRICAL: GENERAL (SEP 2000)**

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

**6.10 ELECTRICAL: DISTRIBUTION (SEP 2000)**

**A. BUILDING SHELL:**

- 1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
- 2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
- 3. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.

**6.11 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)**

**A. BUILDING SHELL:**

- 1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
- 2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

- a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard*,
  - b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,
  - c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard*, and
  - d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*.
3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

#### 6.12 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

##### A. BUILDING SHELL:

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
2. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

##### B. TENANT IMPROVEMENT INFORMATION:

Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit at the expense of the Government.

#### 6.13 DATA DISTRIBUTION (SEP 2000)

##### A. TENANT IMPROVEMENT INFORMATION:

The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop.

#### 6.14 ELEVATORS (FEB 2007)

- A. The Lessor shall provide suitable passenger and freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. However, one passenger and one freight elevator shall be available at all times for Government use. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.
- B. CODE:  
Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/(ASME) A17.1, *Safety Code for Elevators and Escalators*, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators*. All elevators shall meet ABAAS requirements.
- C. SAFETY SYSTEMS:  
Elevators shall be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when the elevators are in service. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.
- D. SPEED:  
The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

**E. INTERIOR FINISHES:**

Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

**6.15 LIGHTING: INTERIOR AND PARKING (FEB 2007)**

1. The Lessor shall provide interior lighting in accordance with the following:
  - a. Modern, diffused fluorescent fixtures using no more than 2.0 watts/ANSI BOMA Office Area square foot shall be provided. Such fixtures shall be capable of producing and maintaining a uniform lighting level of 50 foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles or minimum levels sufficient to ensure safety, in non-working areas. Exceptions may be granted by the GSA Buildings Manager. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off. Lighting fixtures up to the ratio stated under the paragraph entitled "Building Shell Requirements" shall be provided as part of the building shell. Additional lighting necessary to meet the above-stated foot-candle levels shall be provided as part of the Tenant Improvement Allowance.
  - b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
  - c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.
  - d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings. This shall be provided as part of the building shell.
  - e. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Government-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with ABAAS. This shall be provided as part of the building shell. If light switches are to be used instead of occupancy sensors or in combination with occupancy sensors, the Offeror shall notify the Government during the negotiation process.

**7.0 SERVICES, UTILITIES, MAINTENANCE**

**7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL**

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies.

**7.2 NORMAL HOURS**

Services, utilities, and maintenance shall be provided daily, extending 7 a.m. to 6 p.m. except Saturdays, Sundays, and federal holidays.

**7.3 OVERTIME USAGE (SEP 2000)**

- A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government.
- C. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 shall be placed using GSA Form 300, Order for Supplies or Services. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.

- D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

#### 7.4 UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

#### 7.5 JANITORIAL SERVICES (SEP 2000)

- A. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this SFO.

B. SELECTION OF CLEANING PRODUCTS:

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. use products that are packaged ecologically;
2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found at <http://pub.fss.gsa.gov/environ/clean-prod-catalog.html>.

C. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

- D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
2. *Three Times a Week.* Sweep or vacuum stairs.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.



12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

**7.6 SCHEDULE OF PERIODIC SERVICES**

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

**7.7 LANDSCAPE MAINTENANCE**

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

**7.8 SECURITY: ADDITIONAL REQUIREMENTS FOR SENSITIVE BUT UNCLASSIFIED INFORMATION**

The Public Building Service (PBS) of the GSA has set forth policy on the dissemination of sensitive but unclassified (SBU) paper and electronic building information for GSA's controlled space, including owned, leased, and delegated federal facilities. The PBS Order number is PBS3490.1 and it is dated March 8, 2002. A major goal of GSA and the Federal Government is the safety and security of people and facilities under the charge and control of GSA. The order outlines the PBS security procedures needed to reduce the risk that the material will be used for dangerous or illegal purposes. GSA Associates and GSA contractors handling the SBU documents shall use reasonable care for dissemination of information. It is the responsibility of the person or firm disseminating the information to ensure the recipient is an authorized user and to keep records of recipients.

For the length of the contract or project, each contractor, subcontractor, supplier, or design consultant will be required to appoint a point of contact to be responsible for the security of SBU documents and to complete the Form.

During the lease build out and the remaining term of the lease, the lessor shall obtain a Form B from all subcontractors and suppliers to whom they will be releasing any SBU documentation that have not previously completed Form B. They shall obtain the Form and immediately forward to GSA. Requests for SBU information from GSA client agencies shall be referred to the GSA Contracting Officer.

When the lessor has completed build-out for a lease, the contractor shall provide a written statement on behalf of the firm and all subcontractors and suppliers that the contractor and all subcontractors and suppliers have properly disposed of the Sensitive But Unclassified building documents. Documents no longer needed shall be destroyed. Destruction shall be done by either burning or shredding hard copy and or physically destroying CD's, deleting and removing files from electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

Failure by the lessor to provide these statements in a reasonable timeframe may result in suspension of rental payments.

**7.9 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)**

- A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

## **8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT**

### **8.1 CERTIFICATE OF OCCUPANCY (MAY 2005)**

The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Offeror shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided

### **8.2 FIRE PROTECTION AND LIFE SAFETY (MAY 2005)**

- A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, *Life Safety Code*, or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.
- B. Offered space shall provide unrestrictive access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit.

### **8.3 AUTOMATIC FIRE SPRINKLER SYSTEM (MAY 2005)**

- A. Offered space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in NFPA 101) that are located within the entire building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For buildings in which any portion of the offered space is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing 35,000 square feet or more ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic sprinkler system(s) shall be maintained in accordance with the requirements of the applicable local codes or NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems*.
- E. Definitions:
  - 1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.
  - 2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

### **8.4 FIRE ALARM SYSTEM (MAY 2005)**

- A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 2 or more stories above the lowest level of exit discharge. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances (current as of the date of this SFO) adopted by the jurisdiction in which the building is located.
- B. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code*. The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided for the fire alarm system.

### **8.5 OSHA REQUIREMENTS (SEP 2000)**

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

### **8.6 ASBESTOS (SEP 2000)**

- A. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building areas; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.
- B. *Definition.* ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.
- C. Space with ACM of any type or condition may be upgraded by the Offeror to meet the conditions described in subparagraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If an offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance.

- D. *Management Plan.* If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance, be implemented prior to occupancy, and be revised promptly when conditions affecting the plan change. If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the Contracting Officer the occupant safety plan and a description of the methods of abatement and reoccupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

#### 8.7 INDOOR AIR QUALITY (SEP 2000)

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO<sub>2</sub> - 1,000 ppm (TWA); HCHO - 0.4-1 ~~ppm~~ ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

#### 8.8 RADON IN AIR (SEP 2000)

- A. The radon concentration in the air of space leased to the Government shall be less than EPA's action concentration for homes of 4 picoCuries per liter (pCi/L), herein called "EPA's action concentration."
- B. INITIAL TESTING:
1. The Lessor shall 1) test for radon that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report the results to the Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
  2. *Testing sequence.* The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in subparagraph D.2.
  3. If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the standard test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.
- C. CORRECTIVE ACTION PROGRAM:
1. Program Initiation and Procedures.
    - a. If either the Government or the Lessor detect radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
    - b. If either the Government or the Lessor detect a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
    - c. If either the Government or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.
    - d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.

2. The Lessor shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in subparagraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.
3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.

**D. TESTING PROCEDURES:**

1. *Standard Test.* Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ANSI/BOMA Office Area square feet. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. *Short Test.* Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ANSI/BOMA Office Area square feet, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

**8.9 HAZARDOUS MATERIALS (OCT 1996)**

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

**8.10 RECYCLING (SEP 2000)**

Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

**8.11 OCCUPANT EMERGENCY PLANS (NOV 2005)**

The Lessor is required to participate in the development and implementation of the Government Occupant Emergency Plan. The Occupant Emergency Plan shall include procedures for notification of the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel for possible shutdown of the air-handling units.

**8.12. PROTECTION OF THE CHESAPEAKE BAY**

(a) It being the goal of the government to protect and restore the Chesapeake Bay, offerors shall submit documentation that demonstrates their commitment to "environmentally responsible" land stewardship and property management principles.

(b) Chesapeake Bay Protection Plan: As a part of their submission, offerors shall enclose a plan of actions to be taken during the design, construction, operation, and/or renovation of the building to: (1) minimize natural area loss; (2) adopt low impact development and best management technologies for storm water, sediment and erosion control, and reduces impervious surfaces; (3) utilize energy efficient technologies; and (4) considers the Conservation Landscaping and Bay Scapes Guide for Federal Land Managers.

This plan should address, but not be limited to:

1. A landscape policy that prohibits the use of 2,4-D and organophosphates, uses only certified pesticide applicators, and composts/recycles all yard waste generated on site.
2. Environmental management tools and Best Management Practices (BMPs) used to conserve water and improve water quality, such as onsite retention and /or filtration of storm water, bioretention, gray water re-use plans, low-impact development, or conservation landscaping according to the Federal Agencies Committee "Guide for Beneficial Landscaping" (Bay Scaping)

This plan must be implemented by the lessor and must be updated as required by the Contracting Officer.

## **9.0 LEASE SECURITY STANDARDS**

### **9.1 GENERAL REQUIREMENTS (NOV 2005)**

#### **A. Overview of Lease Security Standards:**

1. The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level I to Level IV for each space requirement. The Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at [www.oca.gsa.gov](http://www.oca.gsa.gov).
2. The Contracting Officer (or the Contracting Officer's designated representative) will identify all required security standards.
3. Within 120 days of lease award, or at the time of submission of construction drawings, whichever is earlier, the Lessor shall provide the Government with itemized costs of the security items in this section. Additionally, the Lessor shall provide the cost per square foot of those items designated "shell" in this section as submitted in the final offer.
4. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.
5. Level I requirements have been incorporated into the paragraphs entitled, *Lighting: Interior and Parking*, and *Doors: Hardware* as part of this SFO. If this SFO is used for a Level I space requirement, the Level II lease security standards, as determined by the Government, shall become the minimum lease security standards for this requirement.

### **9.2 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)**

The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

### **9.3 ACCESS TO UTILITY AREAS (NOV 2005)**

Utility areas shall be secure, and only authorized personnel shall have access.

### **9.4 EMERGENCY POWER TO CRITICAL SYSTEMS (TENANT IMPROVEMENT) (NOV 2005)**

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire detection systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere in the SFO.

### **9.5 MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)**

- A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.
- B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

### **9.6 ACCESS TO BUILDING INFORMATION (NOV 2005)**

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

### **9.7 POSTING OF GOVERNMENT RULES AND REGULATIONS (TENANT IMPROVEMENT) (NOV 2005)**

The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

**9.8 DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV 2005)**

The Lessor shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising the OEP and SIP plan(s).

**9.9 BUILDING SECURITY PLAN (NOV 2005)**

The Offeror shall provide a Pre-Lease Building Security Plan, as attached, with the offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.

**9.10 ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005)**

The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix.

**9.11 IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)**

A. The Government reserves the right to verify identities of personnel with routine access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

C. Lessor compliance with subparagraphs 1 through 4 below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.

1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.
2. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.
3. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the contracting officer (or the contracting officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.
4. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

**9.12 ENTRY SECURITY: INTRUSION DETECTION SYSTEM WITH CENTRAL MONITORING CAPABILITY (NOV 2005)**

The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated and maintained by the Government.

**9.13 SECURE HVAC: OUTDOOR AIR INTAKES (BUILDING SHELL) (NOV 2005)**

A. The outdoor air intakes shall be located on a secure roof or high sidewall and not within 30 feet of the loading dock; otherwise the Lessor shall either relocate, extend, or secure intakes as described below:

1. *Outdoor air intakes shall be relocated.* The lowest edge of the outdoor air intakes shall be placed 40 feet, 0 inches above grade and not less than 30 feet, 0 inches from the loading dock. Access shall be locked and secured, if feasible. For increased visibility of suspicious items, moat areas and other ground level areas surrounding outside air intakes shall be completely free of trash, debris or any other matter.
2. *Outdoor air intakes shall be extended.* If relocation is not feasible, as approved by the Government, intake extensions shall be constructed without creating adverse effects on HVAC performance. The higher the extensions, the better, as long as other design constraints (excessive pressure loss, dynamic and static loads on structure) are considered. An extension height of 40 feet, 0 inches is required unless adverse effects on HVAC performance can be demonstrated. The entrance to the intake shall be covered with a sloped metal mesh to reduce the threat of objects being tossed in the intake. A minimum slope of 45 degrees may be required. Extension height shall be increased where existing platforms or building features (e.g., loading docks, retaining walls) might provide access to the outdoor air intakes.

3. A security zone around outdoor air intakes shall be established. When outdoor air intakes are publicly accessible and relocation or physical extensions are not viable options or are cost prohibitive, perimeter barriers that prevent public access to outdoor air intake areas shall be required based on the Government's building security assessment. Iron fencing or similar see-through barriers may be required. The restricted area shall also include an open buffer zone between the public areas and the intake louvers. The Government will have the right to monitor the buffer zone by physical security and/or closed circuit television (CCTV). Security lighting or intrusion detection sensors are required and shall be provided and installed by the Lessor.

**9.14 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)**

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

**9.15 SECURE HVAC: SECURE RETURN-AIR GRILLES (BUILDING SHELL) (NOV 2005)**

The Lessor shall secure return-air grilles in public lobbies. Protection measures shall not adversely affect performance of the building's HVAC system. Return air-grille protective measures include 1) relocating return-air grilles to inaccessible, yet observable locations, 2) increasing security presence (human or CCTV) near vulnerable return-air grilles, 3) directing public access away from return-air grilles, and 4) removing furniture and visual obstructions from areas near air grilles.

**B. Arrange for Employee Parking after Normal Working Hours:**

The Lessor will allow employee parking in/near the building after normal working hours.

**C. Accessibility to Official Government Vehicles:**

Public accessibility to official Government vehicles shall be limited through fencing or other means.

**D. Identification of Parking Areas:**

Government parking areas or spaces shall be assigned and marked as "reserved."

**9.16 CCTV MONITORING: CCTV SURVEILLANCE CAMERAS WITH TIME LAPSE VIDEO RECORDING (NOV 2005)**

The Lessor shall permit twenty-four hour Closed Circuit Television (CCTV) coverage and recording, provided, operated, and maintained by the Government. The Government's Building Security Assessment of the building will determine the exact number of cameras and locations. Time-lapse video recordings (digital storage) are also required. The Government will centrally monitor the CCTV Surveillance. Government specifications are available from the Contracting Officer.

**9.17 SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS (NOV 2005) (BUILDING SHELL)**

- A. The Lessor shall provide and install wet-glazed or mechanically attached, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space. The Offeror shall provide a description of the shatter-resistant window system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government. Alternatively,
- B. The Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition using the test methods provided in the *US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or ASTM F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings*.

**9.18 TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)**

The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

**10.0 SPECIAL REQUIREMENTS**

1. This solicitation for space requires between **15,000 and 20,000 Rentable Square Feet** of Warehouse Space. This Warehouse Space must be fully sprinklered and meet all applicable State and Federal codes and regulations.

SFO NO. 7VA2032  
08/29/07

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INITIALS:  &   
LESSOR GOVT

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**REPRESENTATIONS AND CERTIFICATIONS**  
(Acquisition of Leasehold Interests in Real Property)

Solicitation Number  
**7VA2032**

Dated  
**09-06-2007**

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.*
- (1) The Offeror represents as part of its offer that it ☒ is, ☐ is not a small business concern.
- (2) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, for general statistical purposes, that it ☐ is, ☒ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it ☐ is, ☒ is not a women-owned small business concern.
- (4) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it ☐ is, ☒ is not a veteran-owned small business concern.
- (5) *[Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The Offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, as part of its offer, that—
- (i) It ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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(c) *Definitions.* As used in this provision—

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [ ] is a women-owned business concern.

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**3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

**4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

**5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above  

(b) (6)

[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

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- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)**

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
  - (i) The Offeror and/or any of its Principals—
    - (A) Are ☐ are not ~~is~~ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have ☐ have not ~~is~~, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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- (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### 8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

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(d) *Taxpayer Identification Number (TIN).*

- ☒ TIN: (b) (4)  
☐ TIN has been applied for.  
☐ TIN is not required because:  
☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;  
☐ Offeror is an agency or instrumentality of a foreign government;  
☐ Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- |  |  |
|--|--|
| <input type="checkbox"/> Sole proprietorship;                          | <input type="checkbox"/> Government entity (Federal, State, or local);   |
| <input type="checkbox"/> Partnership;                                  | <input type="checkbox"/> Foreign government;                             |
| <input checked="" type="checkbox"/> Corporate entity (not tax-exempt); | <input type="checkbox"/> International organization per 26 CFR 1.6049-4; |
| <input type="checkbox"/> Corporate entity (tax-exempt);                | <input type="checkbox"/> Other _____                                     |

(f) *Common Parent.*

- ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**9. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)**

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—  
(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or  
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:  
(i) Company legal business name.  
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.  
(iii) Company physical street address, city, state and zip code.  
(iv) Company mailing address, city, state and zip code (if separate from physical).  
(v) Company telephone number.  
(vi) Date the company was started.  
(vii) Number of employees at your location.  
(viii) Chief executive officer/key manager.  
(ix) Line of business (industry).  
(x) Company Headquarters name and address (reporting relationship within your entity).

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10. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS #

(b) (4)

(b) (4)

11. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

☐ Registration Active and Copy Attached

☐ Will Activate Registration and Submit Copy to the Government Prior to Award

<p>OFFEROR OR AUTHORIZED REPRESENTATIVE</p> <p><i>BRIAN K. BEAZER</i></p>	<p>NAME, ADDRESS (INCLUDING ZIP CODE)</p> <p>NAME <i>WINCHESTER COLD STORAGE</i></p> <p>STREET <i>605 N. LOUDOUN ST.</i></p> <p>CITY, STATE, ZIP <i>WINCHESTER, VA 22601</i></p> <p><i>(b) (6)</i></p> <p>Signature</p>	<p>TELEPHONE NUMBER</p> <p><i>540-662-4151</i> <i>K104</i></p> <p><i>9/10/07</i></p> <p>Date</p>
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**GENERAL CLAUSES**  
**(Acquisition of Leasehold Interests in Real Property)**

**1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (DEC 2003) (VARIATION)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517B at <http://www.gsa.gov/leasingform>.

The term "usable" in reference to square footage in any of these clauses means "ANSI/BOMA Office Area."


**2. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:**

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
DEFINITIONS	1	552.270-4	Definitions (SEP 1999) (Variation)
GENERAL	2	552.270-5	Subletting and Assignment (SEP 1999)
	3	552.270-11	Successors Bound (SEP 1999)
	4	552.270-23	Subordination, Nondisturbance and Attornment (SEP 1999)
	5	552.270-24	Statement of Lease (SEP 1999)
	6	552.270-25	Substitution of Tenant Agency (SEP 1999)
	7	552.270-26	No Waiver (SEP 1999)
	8	552.270-27	Integrated Agreement (SEP 1999)
	9	552.270-28	Mutuality of Obligation (SEP 1999)
PERFORMANCE	10	552.270-17	Delivery and Condition (SEP 1999)
	11	552.270-18	Default in Delivery—Time Extensions (SEP 1999) (Variation)
	12	552.270-19	Progressive Occupancy (SEP 1999)
	13	552.270-21	Effect of Acceptance and Occupancy (SEP 1999)
	14	552.270-6	Maintenance of Building and Premises—Right of Entry (SEP 1999) (Variation)
	15	552.270-10	Failure in Performance (SEP 1999)
	16	552.270-22	Default by Lessor During the Term (SEP 1999)
	17	552.270-7	Fire and Casualty Damage (SEP 1999)
	18	552.270-8	Compliance with Applicable Law (SEP 1999)
	19	552.270-12	Alterations (SEP 1999)
	20	552.270-29	Acceptance of Space (SEP 1999) (Variation)
INSPECTION	21	552.270-9	Inspection—Right of Entry (SEP 1999)
PAYMENT	22	52.204-7	Central Contractor Registration (OCT 2003) (Variation)
	23	552.232-75	Prompt Payment (SEP 1999)
	24	552.232-76	Electronic Funds Transfer Payment (MAR 2000) (Variation)
	25	552.232-70	Invoice Requirements (SEP 1999) (Variation)
	26	52.232-23	Assignment of Claims (JAN 1986) (Applicable to leases over \$2,500.)
	27	552.270-20	Payment (SEP 1999) (Variation)

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STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees (FEB 1990) (Applicable to leases over \$100,000.)
	29	52.203-7	Anti-Kickback Procedures (JUL 1995) (Applicable to leases over \$100,000 average net annual rental, including option periods.)
	30	52.223-6	Drug-Free Workplace (MAY 2001)
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity (SEP 1999) (Applicable to leases over \$100,000.)
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997) (Applicable when cost or pricing data are required for work or services over \$500,000.)
	33	552.270-13	Proposals for Adjustment (SEP 1999)
	34	552.270-14	Changes (SEP 1999) (Variation)
AUDITS	35	552.215-70	Examination of Records by GSA (FEB 1996)
	36	52.215-2	Audit and Records—Negotiation (JUN 1999)
DISPUTES	37	52.233-1	Disputes (JULY 2002)
LABOR STANDARDS	38	52.222-26	Equal Opportunity (APR 2002) (Applicable to leases over \$10,000.)
	39	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999) (Applicable to leases over \$10,000,000.)
	40	52.222-21	Prohibition of Segregated Facilities (FEB 1999) (Applicable to leases over \$10,000.)
	41	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (Applicable to leases over \$25,000.)
	42	52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998) (Applicable to leases over \$10,000.)
	43	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (Applicable to leases over \$25,000.)
SUBCONTRACTING	44	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applicable to leases over \$25,000.)
	45	52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (Applicable when the clause at FAR 52.215-10 is applicable.)
	46	52.219-8	Utilization of Small Business Concerns (MAY 2004) (Applicable to leases over \$100,000 average net annual rental, including option periods.)
	47	52.219-9	Small Business Subcontracting Plan (JUL 2005) (Applicable to leases over \$500,000.)
	48	52.219-16	Liquidated Damages—Subcontracting Plan (JAN 1999) (Applicable to leases over \$500,000.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL AGREEMENT (SLA) No. 1</b>	<b>DATE</b>  DEC 09 2008
	<b>TO LEASE NO.</b> <b>GS-03B-07385</b>	
<b>ADDRESS OF PREMISE</b> 188 Brooke Road Winchester, Virginia 22603	<b>ACT Number</b>	

THIS AGREEMENT, made and entered into this date by and between

Winchester Cold Storage Company

whose address is : 605 North Loudoun Street  
Winchester, Virginia 22601

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to reflect the execution of an existing renewal option and to adjust the term of the lease and rental rates, in accordance with the terms of the renewal option.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 28, 2009, as follows:

A. Paragraph 2 of the Standard Form 2 is hereby amended by deleting the existing text and inserting in lieu there of the following:

"To have and to hold the said premises with their appurtenances, for the term commencing on September 28, 2007 through March 27, 2011, subject to termination and renewal rights as may be hereinafter set forth."

This Supplemental Lease Agreement contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

<b>LESSOR Winchester Cold Storage Company</b>	
BY <u>(b) (6)</u> (Signature)	<u>G.M.</u> (Title)
<b>IN THE PRESENCE OF</b>	
<u>(b) (6)</u> (Signature)	<u>605 N. LOUDOUN ST. WINCHESTER, VA</u> (Address)
<b>UNITED STATES OF AMERICA</b>	
BY <u>(b) (6)</u> (Signature)	<u>Contracting Officer</u> (Official Title)

Supplemental Lease Agreement  
No. 1 CONTINUED

To Lease No.  
GS-03B-07385

B. Paragraph 3 of the Standard Form 2 is hereby amended by deleting the existing text and inserting in lieu thereof the following:

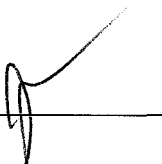
“The Government shall pay the Lessor annual rent of \$1,399,537.58 at the rate of \$116,628.13 per month in arrears. Rent for a lessor period shall be prorated. Rent checks shall be made payable to:

Winchester Cold Storage Company  
605 North Loudoun Street  
Winchester, Virginia 22601

The total annual rent shall be \$1,399,537.58, which shall be comprised of the following:

Base Rent:	\$ (b) (4)	(\$ (b) (4) per Rentable Square Foot)
Operating Rent:	\$ (b) (4)	(\$ (b) (4) per Rentable Square Foot)”

Lessor  Government  
Supplemental Lease Agreement No. 1



<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT (SLA) No. 2	DATE  <b>MAY 20 2010</b>
ADDRESS OF PREMISE Winchester Cold Storage 188 Brooke Road Winchester, Virginia 22603		TO LEASE NO. <b>GS-03B-07385</b>  ACT Number

THIS AGREEMENT, made and entered into this date by and between

Winchester Cold Storage Company

whose address is : 605 North Loudoun Street  
Winchester, Virginia 22601

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to incorporate a renewal option into the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

A. Paragraph 5 of the Standard Form 2 of the Lease is hereby amended by adding the following:

"1. This lease may be renewed at the option of the Government, provided notice is given in writing to the lessor at least 120 calendar days before the end of the original lease or any renewal term, for the following terms and at the following rentals:

One (1), two (2) year renewal option, for the period of March 28, 2011, through March 27, 2013, with a shell rental rate of (b) (4) per rentable square foot and an operating rate of (b) (4) per rentable square foot. All other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing."

This Supplemental Lease Agreement contains one (1) page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR <del>Winchester Cold Storage Company</del> BY <span style="background-color: black; color: red;">(b) (6)</span> (Signature)	<div style="text-align: center;">         GM/CEO        (Title)     </div>
IN THE PRESENCE OF <span style="background-color: black; color: red;">(b) (6)</span> (Signature)	<div style="text-align: center;">       605 N. LOUDOUN ST.        WINCHESTER, VA 22601        (Address)     </div>

UNITED STATES OF AMERICA BY <span style="background-color: black; color: red;">(b) (6)</span> (Signature)	<div style="text-align: center;">       Contracting Officer        (Official Title)     </div>
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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL LEASE AGREEMENT (SLA) No. 03	DATE  OCT 26 2010
ADDRESS OF PREMISE Winchester Cold Storage 188 Brooke Road Winchester, Virginia 22603	TO LEASE NO. GS-03B-07385  Pegasys Document Number (PDN)	
<p>THIS AGREEMENT, made and entered into this date by and between</p> <p style="text-align: center;">Winchester Cold Storage Company</p> <p>whose address is : 605 North Loudoun Street Winchester, Virginia 22601</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease to reflect the execution of an existing renewal option and to adjust the term of the lease and rental rates, in accordance with the terms of the renewal option.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>March 28, 2011</u> as follows:</p> <p>A. Paragraph 2 of the Standard Form 2 is hereby amended by deleting the existing text and inserting in lieu thereof the following:</p> <p style="padding-left: 40px;">"To have and to hold the said premises with their appurtenances, for the term commencing on September 28, 2007, through March 27, 2013, subject to termination and renewal rights as may be hereinafter set forth."</p> <p>This SLA contains two (2) pages.</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
<p>LESSOR: Winchester Cold Storage Company</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>BY <span style="background-color: black; color: red; padding: 2px;">(b) (6)</span></p> <p style="text-align: center;">(Signature)</p> </div> <div style="width: 45%;"> <p><u>G.M.</u></p> <p style="text-align: center;">(Title)</p> </div> </div> <p>IN THE PRESENCE OF</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><span style="background-color: black; color: red; padding: 2px;">(b) (6)</span></p> <p style="text-align: center;">(Signature)</p> </div> <div style="width: 45%;"> <p><u>605 N. LOUDOUN ST, WINCHESTER,</u></p> <p style="text-align: center;">(Address)</p> <p><u>VA 22602</u></p> </div> </div>		
<p>UNITED STATES OF AMERICA, GSA, PBS, South Branch</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>BY <span style="background-color: black; color: red; padding: 2px;">(b) (6)</span></p> <p style="text-align: center;">(Signature)</p> </div> <div style="width: 45%;"> <p style="text-align: center;"><b>Contracting Officer</b></p> <p style="text-align: center;">(Official Title)</p> </div> </div>		

Lessor  Government 

Supplemental Lease Agreement No. 03

Supplemental Lease Agreement (SLA)  
No. 03 CONTINUED

To Lease No.  
GS-03B-07385

B. Paragraph 2 of the Standard Form 2 is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"The Government shall pay the Lessor annual rent of \$1,605,113.65 at the rate of \$133,759.47 per month in arrears. Rent for a lessor period shall be prorated. Rent checks shall be made payable to:

Winchester Cold Storage Company  
605 North Loudoun Street  
Winchester, Virginia 22601

Effective March 27, 2011, the total annual rent shall be \$1,605,113.65, which shall be comprised of the following:

Base Rent: \$ (b) (4) ((b) (4) per Rentable Square Foot)  
Operating Rent: \$ (b) (4) ((b) (4) per Rentable Square Foot)"

Lessor  Government   
Supplemental Lease Agreement No. 03

GSA FORM 276 (REV. 7-67)

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL LEASE AGREEMENT (SLA)</b>  <b>No. 4</b>	<b>DATE</b>  <b>JUN 10 2011</b>
	<b>TO LEASE NO.</b> <b>GS-03B-07385</b>	
<b>ADDRESS OF PREMISE</b> Winchester Cold Storage 188 Brooke Road Winchester, Virginia 22603-5798	<b>PDN Number:</b> <b>PS0020535</b>	

**THIS AGREEMENT**, made and entered into this date by and between

**Winchester Cold Storage Company**

whose address is: 605 North Loudoun Street  
Winchester, Virginia 22601

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to establish scope and lump sum payment for design services related to Government requested space alterations under the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 8, 2011 as follows:

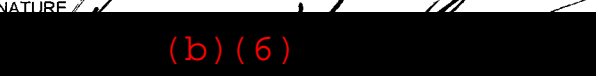
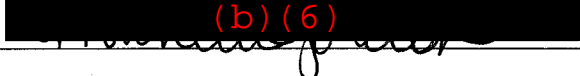
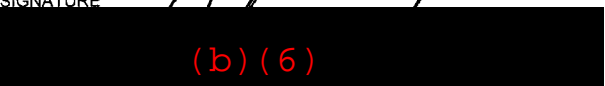
A. In consideration of lump sum payments totaling \$11,424.00, the Lessor shall contract for and manage the drawing preparation, construction administration, and related services associated with the Government's Request for Proposals (RFP), dated May 12, 2011, to complete design work related to Government requested alterations. This SLA consists of the following documents hereto attached and incorporated into the Lease Contract:

1. GSA Form 276
2. Exhibit A: General Conditions for Lease Alterations
3. Lessor's firm, fixed price proposal for design services, dated June 6, 2011
4. Government's RFP, dated May 12, 2011, and enclosed scope of work for design services and statement of work for alterations
5. The following documents and drawings are hereby incorporated by reference: (a) supplemental documentation transmitted with RFP dated May 12, 2011; (b) design drawings transmitted with RFP dated May 12, 2011; (c) supplemental documentation, "FEMA Alterations - Additional Information and Updated Drawing," regarding cabling requirements, transmitted via email on June 1, 2011; and (d) updated drawing with furniture layout, transmitted via email on June 1, 2011.

This Supplemental Lease Agreement contains 14 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date.

<b>LESSOR Winchester Cold Storage Company</b>			
SIGNATURE 	NAME AND TITLE OF SIGNER <b>BRIAN K. BEAZER</b>		
ADDRESS <b>605 N. LOUDOUN ST., WINCHESTER, VA 22601</b>			
IN PRESENCE OF			
SIGNATURE 	NAME OF SIGNER <b>Michelle Gordon</b>		
<b>UNITED STATES OF AMERICA, REAL ESTATE ACQUISITION DIVISION, SOUTH BRANCH</b>			
SIGNATURE 	NAME OF SIGNER <b>Christian Evans</b>  OFFICIAL TITLE OF SIGNER <b>CONTRACTING OFFICER</b>		



B. The total cost to the Government for the work to be performed is \$11,424.00 and shall be paid via lump sum payment to the Lessor upon completion of the work and the Government's inspection and acceptance of such. Total payment for work contained in this SLA shall not exceed \$11,424.00. Costs for change orders shall require separate notice to proceed from the Government, and no additional costs shall be paid unless approved in writing by the GSA Contracting Officer.

C. Notwithstanding any reference to "schedule" in documents attached hereto or incorporated by reference, the Government and Lessor acknowledge and agree that the Lessor shall develop a schedule for work to be completed under this SLA. Pursuant to the Government's notice to proceed letter dated and transmitted June 8, 2011, the schedule for submission and review of design work shall be submitted to the Government for review and acceptance no later than close of business on June 15, 2011.

**D. Miscellaneous**

All Security Requirements of the Government shall be adhered to during the length of the work.

Progress meetings shall be held as necessary, at the discretion of the GSA Contracting Officer.

As-built drawings shall be submitted to the Government upon completion of the project. As-built drawings shall be due within thirty (30) calendar days of the Government's final inspection and acceptance of all construction work related to design services contained in this supplemental lease agreement.

E. Upon completion of the work, the Lessor shall notify the Contracting Officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice shall be forwarded to:

General Services Administration  
Greater Southwest Region (7BC)  
P.O. Box 17181  
Forth Worth, TX 76102-0181

A copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service  
Real Estate Acquisition Division, South Branch  
The Strawbridge Building, 8th Floor  
20 N. 8th Street  
Philadelphia, PA 19107  
Attn: Christian Evans

For an invoice to be considered proper, it must:

- 1) be received after the execution of this SLA,
- 2) reference the Pegasys Document Number (PDN) specified on this form ( **PS0020535** ),
- 3) include a unique, vendor-supplied, invoice number,
- 4) indicate the exact payment amount requested, and
- 5) specify the payee's name and address. The payee's name and address must EXACTLY match the lessor's name and address listed above, or, if completed, the remittance name and address specified below. If the Lessor chooses to have payments sent an address other than the one listed above, that remittance address must be entered below.

Remit To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

INITIALS:  & CAE  
LESSOR GOVT

- F. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove the same if so desired. In the event such are not removed by the Government at the end of the lease term or any extension or renewal thereof, title shall rest with the Lessor and all rights of restoration shall be waived.

## G. INSPECTION OF CONSTRUCTION

- (1) Definition: "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.
- (2) The Lessor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed is required under the contract requirements. The Lessor shall maintain complete inspection records and make them available to the Government upon request. All work is subject to Government inspection and test at all reasonable times before acceptance, to ensure strict compliance with terms of the contract.
- (3) Government inspecting and tests are for the sole benefit of the Government and do not—
  - (a) Relieve the Lessor of responsibility for providing adequate control measures;
  - (b) Relieve the Lessor of responsibility for damage to or loss of the material before acceptance;
  - (c) Constitute or imply acceptance or;
  - (d) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (9) below.
- (4) The presence or absence of a Government inspector does not relieve the Lessor from any contract requirements, nor is the inspector authorized to change any term or condition of the specification without the Government Contracting Officer's written authorization.
- (5) The Lessor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the policy interest the Government consents to accept the work with an appropriate adjustment in contract price. The Lessor shall promptly segregate and remove rejected material from the job site.
- (6) If the Lessor does not promptly replace or correct rejected work, the Government may: (1) by contract or otherwise, replace or correct the work and charge the cost to the Lessor or; (2) terminate for default the Lessor's right to proceed.
- (7) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Lessor, on request shall promptly furnish all necessary facilities, labor and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Lessor or its subcontractors, the Lessor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Government Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (8) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work Government/Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
- (9) If there are any lump-sum reimbursements required as part of this agreement, the procedures outlined in Section E of this Supplemental Lease Agreement shall apply.

INITIALS:

  
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The following clause, General Conditions for Lease alterations, is hereby added to this Lease:

**Exhibit A: General Conditions for Lease Alterations**

**1. CONDITIONS AFFECTING THE WORK.**

It is the responsibility of the Lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and informed as to all conditions, including other work, if any, being performed. Failure to do so will in no way relieve the Lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

**2. SPECIFICATIONS.**

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Lessor, save only at his own risk and expense.

**3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.**

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the interest of the Government. If this agreement is terminated, the Lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.

(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

**4. LAWS AND ORDINANCES.**

The Lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

**5. SCHEDULING AGREEMENT WORK.**

The Lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. All work shall be done during normal business hours.

**6. USE OF BUILDING.**

The Lessor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The Lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the Building Manager, guards, inspectors, etc.

**7. ACCIDENT PREVENTION.**

The Lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

**8. FIRE HAZARDS.**

The Lessor shall take every precaution to prevent fires during the performance of this agreement. The Lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

**9. MATERIALS.**

The Lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of quality to conform with applicable federal Specifications. Upon request, the Lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The Lessor will not use any material that the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

INITIALS:  &   
LESSOR GOVT

**10. LESSOR EMPLOYEES.**

Each employee of the Lessor shall be a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence as evinced by Alien Registration Receipt Card Form I-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

**11. EXTRAS.**

Except as otherwise provided in this agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

**12. PRICING OF ADJUSTMENTS.**

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

**13. DEBRIS AND CLEANING.**

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the Lessor who shall remove them from the job site.

**14. GUARANTEE.**

Unless otherwise provided in the specifications, the Lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

**15. INSPECTION.**

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

**16. INDEMNITY.**

The Lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of kind and nature for injury to or death of any person and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the Lessor.

INITIALS:

  
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CAE  
GOV'T

Christian Evans  
 Realty Contracting Officer  
 Real Estate Acquisition Division, South Branch  
 20 N. 8<sup>th</sup> Street  
 Philadelphia, PA. 19107

Re: GSA/FEMA Remodel

June 6, 2011

Mr. Evans:

As per our previous phone conversation, this letter is to server as our firm fixed price proposal for design work related to the FEMA alteration project.

Winchester Cold Storage solicited bids for design work per the scope of work provided to us May 12, 2011. These bids were submitted to the GSA on June 1, 2011.

We intend to award the contract to (b)(4) They had the lowest bid, which was technically acceptable to complete the scope of work provided. They have included all costs necessary to complete the scope of work.

Contractors total cost - (b)(4)

- a. Architectural and structural renovations to existing building. Code research, Verification of existing conditions, Analysis and Coordination of the proposed use and the development of the building plans for the permitting process. - (b)(4)
- b. Mechanical plans are subcontracted out - (b)(4)
- c. Electrical plans are subcontracted out - (b)(4)

Contractor will coordinate with MEP on job, and will provide as-built drawings upon completion.

Lessor overhead of (b)(4) or (b)(4)

The final firm fixed \$11,424, to perform the design work as related to the FEMA OCFO alterations project.

Sincerely,

Brian Beazer  
 GM/CEO  
 Winchester Cold Storage Co.

INITIALS:  &   
 LESSOR GOV'T



GSA Mid-Atlantic Region

**SENT VIA UPS AND EMAIL**

May 12, 2011

Mr. Brian Beazer  
 CEO / General Manager, Winchester Cold Storage Company  
 605 North Loudoun Street  
 Winchester, Virginia 22601

email: bbeazer@winchestercold.com

Occupant Agency: Department of Homeland Security (DHS)  
 Federal Emergency Management Agency (FEMA)

Location: Winchester Cold Storage Facility  
 188 Brooke Road  
 Winchester, Virginia

GSA Lease Number: GS-03B-07385

Dear Mr. Beazer:

As you are aware, the Federal Emergency Management Agency (FEMA) has approached GSA with a request for alterations to their existing space at the Winchester Cold Storage facility, located at the address listed above. The request includes design work to be completed prior to pricing construction of the alterations.

Enclosed, please find the following, which shall be considered with this request for alteration design work:

1. Scope of Work - Design for FEMA OCFO Alterations Project
2. Statement of Work - FEMA OCFO Alterations Project
3. FEMA Information Paper, Mail Management Program Office (for informational purposes only)
4. FEMA OCFO Alterations Design Drawings (A1.1; A1.2; Furniture Drawing)

The Government hereby requests a firm, fixed price, line-item proposal for the requested design work as soon as possible, due no later than close of business on Thursday, June 2, 2011. Should this timeframe prove infeasible, please contact me as soon as possible.

Page 1 of 2

U.S. General Services Administration  
 20 N. 8<sup>th</sup> Street  
 Philadelphia, PA 19107-3191  
 www.gsa.gov

INITIALS:

*[Signature]*  
 LESSOR

&amp;

*CAE*  
 GOVT



GSA Mid-Atlantic Region

Please be advised that the Government requests competitive bids for the design work. Upon receipt of bids for the requested design work, please submit the following to the Government:

- Cover letter outlining the lessor's firm, fixed price proposal for the work, including identification of the firm to which the lessor intends to award a contract for design services, as well as rationale for the recommendation
- Supporting documentation, including line item cost breakdown, for the proposal from the contractor to whom the lessor intends to award a contract for design services
- Evidence of competitive bids obtained for the requested design work, including supporting documentation for contractors to whom a contract for design services will **not** be awarded

An onsite meeting is scheduled for Wednesday, May 18, 2011, at 9:30 AM at the Winchester Cold Storage facility. Representatives from GSA and FEMA will be present to meet with you and walk through the space and review the scope of work for this project, along with the Government's expectations for the project. Upon your receipt and review of the enclosed documents and drawings, please contact me with any immediate questions. Otherwise, we can review any questions you may have during or following the onsite meeting of May 18, 2011.

Please proceed with obtaining competitive bids for the work outlined above and in consideration of the enclosed documents and drawings, and submit to me a firm, fixed price proposal by close of business on June 2, 2011.

Should you have any questions or require clarification regarding this request, please contact me on 215.446.5774 or via email at christian.evans@gsa.gov.

Thank you in advance for your prompt attention to this request.

Sincerely,

(b) (6)

Christian Evans  
Contracting Officer  
Real Estate Acquisition Division, South Branch (3PRSC)

Encl: Scope of Work - Design for FEMA OCFO Alterations Project  
Statement of Work - FEMA OCFO Alterations Project  
FEMA Information Paper, Mail Management Program Office (provided for informational purposes only)  
FEMA OCFO Alterations Design Drawings (A1.1; A1.2; Furniture Drawing)

cc: Deborah Phillips, GSA Project Manager, 3PSSY (via email)  
Mark Kelly, GSA Project Engineer, 3PCSB (via email)  
Cindy Ryder, GSA Property Manager, 3PSSRR (via email)

U. S. General Services Administration  
20 North 8<sup>th</sup> Street  
Philadelphia, PA 19107-3191  
www.gsa.gov

Page 2 of 2

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GSA Mid-Atlantic Region

**Scope of Work**  
**Architectural / Engineering Design Services**

**Construction Documents**  
**FEMA OCFO Space Alterations**  
**Winchester Cold Storage (WCS)**

**May 12, 2011**

U. S. General Services Administration  
20 North 8<sup>th</sup> Street  
Philadelphia, PA 19107-3191  
[www.gsa.gov](http://www.gsa.gov)

INITIALS:

  
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FEMA OCFO Alterations Project

May 12, 2011

**I. Project Identification**

Agency: Department of Homeland Security (DHS)  
Federal Emergency Management Agency (FEMA)  
Project: FEMA OCFO Space Alterations  
Building: Winchester Cold Storage (WCS) Facility  
Address: 188 Brooke Road  
Winchester, Virginia 22603

GSA Project Manager:	Debbie Phillips	215.446.4517
GSA Realty Contracting Officer:	Christian Evans	215.446.5774
GSA Project Engineer:	Mark Kelly	215.446.4504

**II. Project Scope**

Provide architectural/engineering (A/E) services to complete the work described below.

Create construction documents for space alterations for FEMA at the location referenced above. The construction documents shall be used for permitting and solicitation of competitive bids for the construction of the alterations outlined in the enclosed statement of work. The construction documents shall be based on the following items:

- Statement of Work for FEMA OCFO Alterations
- FEMA OCFO Alterations Design Drawings

The final construction documents shall clearly identify for the contractor what work is to be completed, as well as any specific order in which it needs to be done.

**III. Attachments**

Statement of Work - FEMA OCFO Alterations Project  
FEMA Information Paper, Mail Management Program Office (for information purposes only)  
FEMA OCFO Alterations Design Drawings (A1.1; A1.2; Furniture Drawing)

Scope of Work (Design for Alterations)

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INITIALS:

  
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**STATEMENT OF WORK**  
**Department of Homeland Security, FEMA**  
**Winchester Cold Storage, Brooke Road Facility - Winchester, VA**

The lessor shall furnish all labor, materials, supervision, and equipment for the successful completion of alterations to space leased by the Government under GSA Lease No. GS-03B-07385. All work shall be performed in accordance with this statement of work, enclosed drawings, and additional information provided to the lessor by the GSA Contracting Officer for consideration in this project. All work shall be performed in accordance with code requirements of the local authority having jurisdiction and shall be consistent with industry standard best practices unless otherwise noted and executed in accordance with the terms and conditions of GSA Lease No. GS-03B-07385.

**Specification of Detail Requirements**

New office areas (approximately 34,155 square feet), paint, ceiling & tiles, carpet, power generator installation as follows:

- The lessor shall paint approximately 12 private offices as indicated on drawings.
- The corridors/common areas on the 1<sup>st</sup> floor 916 suites, 1302, 1303, 1305, 1306, and warehouse both east and west sides shall be patched, prepped, and painted. This includes doors where identified on the drawing, conference room, and lobby areas.  
*(General Note: The building core wall colors will be specified by FEMA NCR space management team)*
- The lessor shall remove approximately 21,000 square feet of existing carpet and install approximately 21,000 square feet of new carpet tiles, in rooms (916 suite, 1302, 1303, 1305, & 1306)
- The lessor shall remove approximately 21,000 square feet of existing ceiling tiles and install approximately 21,000 square feet of new ceiling tiles, throughout room (916, 1302, 1303, 1305, & 1306).
- The lessor shall remove approximately 1000 square feet of caged area in warehouse. (See drawing)

**Room 916 alterations:**

- The lessor shall construct four (4) new drywall private offices as indicated on drawings.
- The lessor shall remove doors and drywall the remaining opening that are the rear exit for adjacent areas on the east side of 916.
- The lessor shall reduce the size of electrical closet on the south side of 916 to desired size. (See drawing)
- The lessor shall remove existing water fountains on the west side of the restrooms.
- The lessor shall build out 150 square feet of new construction on east side of 916 for a pantry/break room area (see drawing). This area shall have cabinets and sink. Infrastructure (ie. electrical and plumbing) for refrigerator, dishwasher, and filtered water shall be provided, with appliances to be installed by the Government. Two (2) Vending machines - (1) snacks, (1) drinks are to be provided. FEMA shall supply specified furniture.

  
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U.S. General Services Administration

**STATEMENT OF WORK**  
**Department of Homeland Security, FEMA**  
**Winchester Cold Storage, Brooke Road Facility - Winchester, VA**

- The lessor shall remove existing carpet and install new carpet tiles with the exception of the pantry. Vinyl tile shall be installed in the pantry.
- The lessor shall paint and patch both existing walls and new construction.
- The lessor shall install a new personnel door at the corridor on the southeast side of 916.
- The lessor shall replace the double doors on the northeast side of 916 with a personnel door.
- The lessor shall install heating in 916.
- The Government intends to replace and purchase new furniture and furnishing in Room 916. FEMA has a total of 144 systems furniture workstations, 14 system furniture workstation offices, 7 private offices, and 1 conference room.

**The Warehouse:****Room 1205:**

- Relocate the double doors from the east side of space to the north side.
- Relocate the interior electrical and data as needed.
- Paint and patch the new drywall to match existing.

**Warehouse Cage:**

- Demolish or Relocate warehouse cage.

**High Density Filing Room (To be 1202):**

- The lessor shall build out 2800 square feet of new construction space in area indicated (see drawing)
- The lessor shall coordinate with High Density file vendor to install the raised flooring, electrical, and data per vendor's design
- The lessor shall paint and install 2800 square feet of new carpet tiles in 1202
- The lessor shall provide two (2) new doors on east side of 1202
  1. (1) double door
  2. (1) personnel door
- The lessor shall build out 420 square feet of adjoining area in 1201 (see drawing)
- The lessor shall paint and install 420 square feet of new carpet tiles in 1201.

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U.S. General Services Administration

**STATEMENT OF WORK**  
**Department of Homeland Security, FEMA**  
**Winchester Cold Storage, Brooke Road Facility - Winchester, VA**

- The lessor shall install double doors on the north side of 1201.
- The lessor shall install HVAC in 1201 & 1202.

**Mail Room: Option A (To be 1203):**

- The lessor shall build out 1350 square feet of new construction space in area indicated. (See drawing)
- The lessor shall paint and install 1350 square feet of new carpet tiles in 1203
- The lessor shall provide a new doors on east side of 1203
- The lessor shall install HVAC in 1203.

**Mail Room: Option B (Rooms 1101, 1102, 1103)**

- The lessor shall demolish interior rooms of 1100 space.
- The lessor shall install a dock, dock door and personnel door on the north side of 1100.
- The lessor shall install steps from the outside lot to the personnel door for 1100.
- The lessor shall paint and patch 1316 square feet of walls in 1100.
- The lessor shall install 1316 square feet of new carpet tile in 1100.
- The lessor shall install electricity where indicated. (See drawing)
- The lessor shall install HVAC in 1100.

**Room 1305:****Conference Room:**

- The lessor shall remove approx 318 square feet of existing carpet and install approx 318 square feet of new carpet tiles.
- The lessor shall patch, prep, and paint 1305 walls and doors, a total of approx 318 square feet.
- The lessor shall install electrical where indicated. (See drawing)
- The lessor shall replace existing lighting with specified lighting construction drawing.
- The lessor shall install new ceiling tile.

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U.S. General Services Administration

**STATEMENT OF WORK**  
**Department of Homeland Security, FEMA**  
**Winchester Cold Storage, Brooke Road Facility – Winchester, VA**

- FEMA intends to replace and purchase new furniture and furnishing in 1305 Conference Room. FEMA has a total of 12 training tables a total of 24 conference chairs and stackable chairs.

**Room 1303:**

- The lessor shall expand 1303 by demolishing common wall to closet on the south side of 1303.
- The lessor shall remove the existing door in 1303 and replace with drywall.
- The lessor shall remove existing carpet and install 285 square feet of new carpet tiles.
- The lessor shall patch and paint 285 square feet to match specified finish schedule for area.
- The lessor shall install new ceiling tiles

**Room 1302:**

- The lessor shall construct a wall inclosing 1302 into a private office.
- The lessor shall remove the door from the east side of the office and install the door into the newly constructed wall.
- The lessor shall remove the existing carpet and install 176 of new carpet tiles.
- The lessor shall patch and paint 176 square feet to match specified finish schedule for area.
- The lessor shall install new ceiling tiles

**Room 1304:**

- The lessor shall construct two (2) private offices (see drawing). These are to become 1300 and 1301.
  - 1300 shall be 300 square feet
  - 1301 shall be 225 square feet
- The lessor shall install a new personnel door in each office.
- The lessor shall install electrical in each office.
- The lessor shall remove existing carpet in 1300, 1301, and 1304.
- The lessor shall install new carpet tiles in 1300, 1301, and 1304, for a total of 1365 square feet.
- The lessor shall patch and paint 1365 square feet to match specified finish schedule for area.
- The lessor shall install new ceiling tiles

INITIALS:

  
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<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL LEASE AGREEMENT (SLA)</b>  <b>No. 5</b>	<b>DATE</b>  <b>JUL 29 2011</b>
<b>ADDRESS OF PREMISE</b> Winchester Cold Storage 188 Brooke Road Winchester, Virginia 22603-5798	<b>TO LEASE NO.</b> <b>GS-03B-07385</b>  <b>PDN Number:</b> <b>PS0020888</b>	

**THIS AGREEMENT**, made and entered into this date by and between

**Winchester Cold Storage Company**

whose address is: 605 North Loudoun Street  
Winchester, Virginia 22601

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to establish scope and lump sum payment for additional design services related to Government requested space alterations under the Lease.



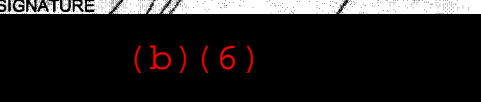
**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 20, 2011 as follows:

- A. In consideration of lump sum payments totaling \$2,220.00, the Lessor shall contract for and manage the drawing preparation, construction administration, and related services associated with the attached change order proposal, in addition to those required pursuant to Supplemental Lease Agreement (SLA) No. 4 to the Lease. This SLA consists of the following documents hereto attached and incorporated into the Lease Contract:
  1. GSA Form 276
  2. Exhibit A: General Conditions for Lease Alterations
  3. Lessor's firm, fixed price proposal for "Change Order for Design Services Received Monday June 27th" (submitted July 1, 2011)
- B. The total cost to the Government for the work to be performed is \$2,220.00 and shall be paid via lump sum payment to the Lessor upon completion of the work and the Government's inspection and acceptance of such. Total payment for work contained in this SLA shall not exceed \$2,220.00. Costs for additional change orders shall require separate notice to proceed from the Government, and no additional costs shall be paid unless approved in writing by the GSA Contracting Officer.

This Supplemental Lease Agreement contains six (6) pages.

All other terms and conditions of the lease shall remain in force and effect.

**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the above date.

<b>LESSOR Winchester Cold Storage Company</b>			
SIGNATURE 	NAME AND TITLE OF SIGNER BRIAN K. BEAZER GM/CEO		
ADDRESS 605 N. LOUDOUN ST., WINCHESTER, VA 22601			
<b>IN PRESENCE OF</b>			
SIGNATURE 	NAME OF SIGNER Michelle Gordon		
<b>UNITED STATES OF AMERICA, REAL ESTATE ACQUISITION DIVISION, SOUTH BRANCH</b>			
SIGNATURE 	NAME OF SIGNER Christian Evans  OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER		

**SCANNED**

C. Work contained in this SLA shall be executed in accordance with the schedule for design services included in SLA No. 4.

**D. Miscellaneous**

All Security Requirements of the Government shall be adhered to during the length of the work.

Progress meetings shall be held as necessary, at the discretion of the GSA Contracting Officer.

Whereas SLA No. 4 requires an as-built drawing set to be submitted to the Government at the completion of the project, all work contained in this SLA shall be included in the as-built drawings.

E. Upon completion of the work, the Lessor shall notify the Contracting Officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice shall be forwarded to:

General Services Administration  
Greater Southwest Region (7BC)  
P.O. Box 17181  
Forth Worth, TX 76102-0181

A copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service  
Real Estate Acquisition Division, South Branch  
The Strawbridge Building, 8th Floor  
20 N. 8th Street  
Philadelphia, PA 19107  
Attn: Christian Evans

For an invoice to be considered proper, it must:

- 1) be received after the execution of this SLA,
- 2) reference the Pegasys Document Number (PDN) specified on this form ( PS0020888),
- 3) include a unique, vendor-supplied, invoice number,
- 4) indicate the exact payment amount requested, and
- 5) specify the payee's name and address. The payee's name and address must EXACTLY match the lessor's name and address listed above, or, if completed, the remittance name and address specified below. If the Lessor chooses to have payments sent an address other than the one listed above, that remittance address must be entered below.

Remit To:

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Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

F. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove the same if so desired. In the event such are not removed by the Government at the end of the lease term or any extension or renewal thereof, title shall rest with the Lessor and all rights of restoration shall be waived.

INITIALS:

  
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**G. INSPECTION OF CONSTRUCTION**

- (1) Definition: "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.
- (2) The Lessor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed is required under the contract requirements. The Lessor shall maintain complete inspection records and make them available to the Government upon request. All work is subject to Government inspection and test at all reasonable times before acceptance, to ensure strict compliance with terms of the contract.
- (3) Government inspecting and tests are for the sole benefit of the Government and do not—
  - (a) Relieve the Lessor of responsibility for providing adequate control measures;
  - (b) Relieve the Lessor of responsibility for damage to or loss of the material before acceptance;
  - (c) Constitute or imply acceptance or;
  - (d) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (9) below.
- (4) The presence or absence of a Government inspector does not relieve the Lessor from any contract requirements, nor is the inspector authorized to change any term or condition of the specification without the Government Contracting Officer's written authorization.
- (5) The Lessor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the policy interest the Government consents to accept the work with an appropriate adjustment in contract price. The Lessor shall promptly segregate and remove rejected material from the job site.
- (6) If the Lessor does not promptly replace or correct rejected work, the Government may: (1) by contract or otherwise, replace or correct the work and charge the cost to the Lessor or; (2) terminate for default the Lessor's right to proceed.
- (7) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Lessor, on request shall promptly furnish all necessary facilities, labor and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Lessor or its subcontractors, the Lessor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Government Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (8) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work Government/Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
- (9) If there are any lump-sum reimbursements required as part of this agreement, the procedures outlined in Section E of this Supplemental Lease Agreement shall apply.

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The following clause, General Conditions for Lease alterations, is hereby added to this Lease:

**Exhibit A: General Conditions for Lease Alterations**

**1. CONDITIONS AFFECTING THE WORK.**

It is the responsibility of the Lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and informed as to all conditions, including other work, if any, being performed. Failure to do so will in no way relieve the Lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

**2. SPECIFICATIONS.**

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Lessor, save only at his own risk and expense.

**3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.**

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the interest of the Government. If this agreement is terminated, the Lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.

(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

**4. LAWS AND ORDINANCES.**

The Lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

**5. SCHEDULING AGREEMENT WORK.**

The Lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. All work shall be done during normal business hours.

**6. USE OF BUILDING.**

The Lessor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The Lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the Building Manager, guards, inspectors, etc.

**7. ACCIDENT PREVENTION.**

The Lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

**8. FIRE HAZARDS.**

The Lessor shall take every precaution to prevent fires during the performance of this agreement. The Lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

**9. MATERIALS.**

The Lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of quality to conform with applicable federal Specifications. Upon request, the Lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The Lessor will not use any material that the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

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**10. LESSOR EMPLOYEES.**

Each employee of the Lessor shall be a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence as evinced by Alien Registration Receipt Card Form 1-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

**11. EXTRAS.**

Except as otherwise provided in this agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

**12. PRICING OF ADJUSTMENTS.**

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

**13. DEBRIS AND CLEANING.**

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the Lessor who shall remove them from the job site.

**14. GUARANTEE.**

Unless otherwise provided in the specifications, the Lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

**15. INSPECTION.**

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

**16. INDEMNITY.**

The Lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of kind and nature for injury to or death of any person and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the Lessor.

INITIALS:

  
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605 North Loudoun Street  
Winchester, VA. 22601  
Phone 540-662-4151 Fax 540-667-6181

## QUOTE

Quote # [52667-2011-06]  
DATE: July 20, 2011

**Issued to:**  
GSA  
US Federal Courthouse  
116 N. Main Street, Ste 109  
Harrisonburg, VA 22801

Lease Contract No. GS-03B-07385, FEMA, Winchester, VA  
This quote is good for 30 days.  
This is a not to exceed price as long as the scope of work  
does not change. A change order will be required.

**Detailed description: Change Order for Design changes received Monday June 27th**

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<b>I. Mechanical and Plumbing (M&amp;P) Design/Construction Permit Documents:</b> 1. Mechanical Design drawing/sketches/specs (b) (4) 2. Plumbing Design drawing/sketches/specs (b) (4) 3. Reproduction and shipping of M&P documents, etc. = (b) (4) 4. Design Fee for M&P Construction Permit Documents = \$ (b) (4) <b>II. Electrical Design/Construction Permit Documents:</b> <b>III. Structural Engineering Design/Construction Permit Documents:</b>		(b) (4) (b) (4)
TOTAL			\$2,220.00

This quote is good until July 30th, 2011. If you have any questions concerning this quote, contact Scott Rodgers, 540-974-2567, srodgers@winchestercold.com

**THANK YOU FOR YOUR BUSINESS!**

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<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL LEASE AGREEMENT (SLA)</b>  <b>No. 6</b>	<b>DATE</b>  <b>JUL 29 2011</b>
	<b>TO LEASE NO.</b> <b>GS-03B-07385</b>	
<b>ADDRESS OF PREMISE</b> Winchester Cold Storage 188 Brooke Road Winchester, Virginia 22603-5798	<b>PDN Number:</b> <b>PS0020900</b>	

**THIS AGREEMENT**, made and entered into this date by and between

**Winchester Cold Storage Company**

whose address is: 605 North Loudoun Street  
Winchester, Virginia 22601

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to establish scope and lump sum payment for alterations to space occupied by the Government.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 20, 2011 as follows:

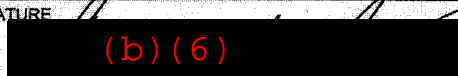
A. In consideration of lump sum payments totaling \$1,472,585.90, the Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, complete, and maintain alterations specified in this Supplemental Lease Agreement. This SLA consists of the following documents hereto attached and incorporated into the Lease Contract:

1. GSA Form 276
2. Exhibit A: General Conditions for Lease Alterations
3. Lessor's final firm, fixed price proposal (pages 1 – 2) for construction of alterations, dated July 14, 2011 (submitted July 18, 2011)
4. The following documents and drawings are hereby incorporated by reference:
  - a. Permit construction documents, dated July 1, 2011 (submitted on July 1, 2011, and July 19, 2011)
  - b. Written electrical scope of work (submitted on July 1, 2011, with mechanical drawings)
  - c. Detailed mechanical proposal breakdown, dated July 7, 2011 (submitted via email on July 19, 2011)
  - d. Email with itemized HVAC costs, submitted by Scott Rodgers on July 19, 2011 (sent subsequent to item c, above)
  - e. ADT Proposal / Price Quote, dated July 8, 2011
  - f. Approved station and office numbering plan, transmitted to Scott Rodgers via email on July 12, 2011

This Supplemental Lease Agreement contains seven (7) pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date.

<b>LESSOR, Winchester Cold Storage Company</b>			
SIGNATURE 	NAME AND TITLE OF SIGNER <b>BRIAN K. DEAZER</b> GM/CSO		
ADDRESS <b>605 N. LOUDOUN ST. WINCHESTER, VA 22601</b>			
IN PRESENCE OF			
SIGNATURE 	NAME OF SIGNER <b>Michelle Gordon</b>		
UNITED STATES OF AMERICA, REAL ESTATE ACQUISITION DIVISION, SOUTH BRANCH			
SIGNATURE 	NAME OF SIGNER <b>Christian Evans</b>  OFFICIAL TITLE OF SIGNER <b>CONTRACTING OFFICER</b>		



- B. The scope of work to be executed under this SLA is that which is included in and represented by the permit construction documents submitted by the lessor to the Government. All work shall be performed in accordance with the Government's scope of work and shall conform to the Government's design intent.
- C. The total cost to the Government for the work to be performed is \$1,472,585.90 and shall be paid via lump sum payment to the Lessor upon completion of the work and the Government's inspection and acceptance of such. Total payments for work contained in this SLA shall not exceed \$1,472,585.90. Costs for change orders shall require separate notice to proceed from the Government, and no additional costs shall be paid unless approved in writing by the GSA Contracting Officer.
- D. Notwithstanding any reference to "schedule" in documents attached hereto or incorporated by reference, the Government and Lessor acknowledge and agree that the Lessor shall develop a schedule for work to be completed under this SLA. All work contained under this SLA shall be completed within sixty (60) days of the Government's issuance of notice to proceed. The lessor shall submit a construction schedule to the Government within ten (10) days of issuance of notice to proceed.

**E. Miscellaneous**

All Security Requirements of the Government shall be adhered to during the length of the work.

Progress meetings shall be held as necessary, at the discretion of the GSA Contracting Officer.

Pursuant to Section D of SLA No. 4, as-built drawings shall be submitted to the Government upon completion of the project. As-built drawings shall be due within thirty (30) calendar days of the Government's final inspection and acceptance of all construction work.

- F. Upon completion of the work, the Lessor shall notify the Contracting Officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice shall be forwarded to:
- General Services Administration  
Greater Southwest Region (7BC)  
P.O. Box 17181  
Forth Worth, TX 76102-0181

A copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service  
Real Estate Acquisition Division, South Branch  
The Strawbridge Building, 8th Floor  
20 N. 8th Street  
Philadelphia, PA 19107  
Attn: Christian Evans

For an invoice to be considered proper, it must:

- 1) be received after the execution of this SLA,
- 2) reference the Pegasys Document Number (PDN) specified on this form ( PS0020900 ),
- 3) include a unique, vendor-supplied, invoice number,
- 4) indicate the exact payment amount requested, and
- 5) specify the payee's name and address. The payee's name and address must EXACTLY match the lessor's name and address listed above, or, if completed, the remittance name and address specified below. If the Lessor chooses to have payments sent an address other than the one listed above, that remittance address must be entered below.

Remit To:

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Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

- G. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove the same if so desired. In the event such are not removed by the Government at the end of the lease term or any extension or renewal thereof, title shall rest with the Lessor and all rights of restoration shall be waived.

#### H. INSPECTION OF CONSTRUCTION

- (1) Definition: "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.
- (2) The Lessor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed is required under the contract requirements. The Lessor shall maintain complete inspection records and make them available to the Government upon request. All work is subject to Government inspection and test at all reasonable times before acceptance, to ensure strict compliance with terms of the contract.
- (3) Government inspecting and tests are for the sole benefit of the Government and do not—
  - (a) Relieve the Lessor of responsibility for providing adequate control measures;
  - (b) Relieve the Lessor of responsibility for damage to or loss of the material before acceptance;
  - (c) Constitute or imply acceptance or;
  - (d) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (9) below.
- (4) The presence or absence of a Government inspector does not relieve the Lessor from any contract requirements, nor is the inspector authorized to change any term or condition of the specification without the Government Contracting Officer's written authorization.
- (5) The Lessor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the policy interest the Government consents to accept the work with an appropriate adjustment in contract price. The Lessor shall promptly segregate and remove rejected material from the job site.
- (6) If the Lessor does not promptly replace or correct rejected work, the Government may: (1) by contract or otherwise, replace or correct the work and charge the cost to the Lessor or; (2) terminate for default the Lessor's right to proceed.
- (7) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Lessor, on request shall promptly furnish all necessary facilities, labor and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Lessor or its subcontractors, the Lessor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Government Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (8) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work Government/Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
- (9) If there are any lump-sum reimbursements required as part of this agreement, the procedures outlined in Section F of this Supplemental Lease Agreement shall apply.

INITIALS:

  
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The following clause, General Conditions for Lease alterations, is hereby added to this Lease:

**Exhibit A: General Conditions for Lease Alterations**

**1. CONDITIONS AFFECTING THE WORK.**

It is the responsibility of the Lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and informed as to all conditions, including other work, if any, being performed. Failure to do so will in no way relieve the Lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

**2. SPECIFICATIONS.**

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Lessor, save only at his own risk and expense.

**3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.**

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the interest of the Government. If this agreement is terminated, the Lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.

(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

**4. LAWS AND ORDINANCES.**

The Lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

**5. SCHEDULING AGREEMENT WORK.**

The Lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. All work shall be done during normal business hours.

**6. USE OF BUILDING.**

The Lessor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The Lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the Building Manager, guards, inspectors, etc.

**7. ACCIDENT PREVENTION.**

The Lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

**8. FIRE HAZARDS.**

The Lessor shall take every precaution to prevent fires during the performance of this agreement. The Lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

**9. MATERIALS.**

The Lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of quality to conform with applicable federal Specifications. Upon request, the Lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The Lessor will not use any material that the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

INITIALS:

  
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**10. LESSOR EMPLOYEES.**

Each employee of the Lessor shall be a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence as evinced by Alien Registration Receipt Card Form I-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

**11. EXTRAS.**

Except as otherwise provided in this agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

**12. PRICING OF ADJUSTMENTS.**

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

**13. DEBRIS AND CLEANING.**

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the Lessor who shall remove them from the job site.

**14. GUARANTEE.**

Unless otherwise provided in the specifications, the Lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

**15. INSPECTION.**

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

**16. INDEMNITY.**

The Lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of kind and nature for injury to or death of any person and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the Lessor.

INITIALS:

  
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Scott Rodgers  
Winchester Cold Storage Co.  
605 North Loudoun Street  
Winchester, VA. 22601  
July 14, 2011

Christian Evans  
Realty Contracting Officer  
Real Estate Acquisition Division, South Branch  
20 N. 8<sup>th</sup> Street  
Philadelphia, PA. 19107

Dear Christian Evans:

As per our previous phone conversation, this letter is to server as our firm fixed price proposal for remodeling work related to the FEMA alteration project.

Winchester Cold Storage solicited bids for electrical / plumbing / mechanical / and building; per the design work submitted to you June 27, 2011 based off the scope of work provided to us May 12, 2011.

We intend to award the contracts to the following bidders; the explanation of why each one was chosen, is listed on page 2.

Electrical – (b) (4)  
(Rough in materials, demo, lights, transformers, fire alarm materials, conduit, wire)  
(b) (4)  
Plumbing – (b) (4)  
(b) (4)  
Plumbing – (b) (4)  
(b) (4)  
Mechanical HVAC – (b) (4) (Neither company would guarantee equipment delivery by Aug 26<sup>th</sup>)  
(b) (4)  
Building – (b) (4)  
(b) (4)

[Recipient Name]  
July 18, 2011  
Page 2

• [REDACTED] (b) (4)  
• [REDACTED]  
• [REDACTED] (b) (4)  
Carpet and Tile — [REDACTED] (b) (4)  
• [REDACTED]  
• [REDACTED] (b) (4)  
Cabling — [REDACTED] (b) (4)  
• [REDACTED]  
• [REDACTED]  
[REDACTED] (b) (4)  
Security — [REDACTED] (b) (4)  
• [REDACTED] (b) (4)

The final firm fixed \$1,472,585.90 to perform and complete the remodeling work as related to the FEMA OCFO alterations project.

Sincerely,

Scott Rodgers

Facility Manager  
Winchester Cold Storage Co.

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL LEASE AGREEMENT (SLA)</b>  <b>No. 7</b>	<b>DATE</b>  <b>AUG 25 2011</b>
<b>ADDRESS OF PREMISE</b> Winchester Cold Storage 188 Brooke Road Winchester, Virginia 22603-5798	<b>TO LEASE NO.</b> <b>GS-03B-07385</b>  <b>PDN Number:</b> <b>PS0020969</b>	

THIS AGREEMENT, made and entered into this date by and between

**Winchester Cold Storage Company**

whose address is: 605 North Loudoun Street  
Winchester, Virginia 22601

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:-

**WHEREAS**, the parties hereto desire to amend the above Lease to establish scope and lump sum payment for a change order to perform demolition of existing IT cabling, related to Government requested space alterations under the Lease.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 1, 2011 as follows:

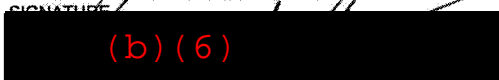
- A. In consideration of lump sum payments totaling \$13,300.00, the Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, complete, and maintain alterations specified in this Supplemental Lease Agreement. This SLA consists of the following documents hereto attached and incorporated into the Lease Contract:
1. GSA Form 276
  2. Exhibit A: General Conditions for Lease Alterations
  3. Lessor's firm, fixed price proposal for demo of existing IT cabling, transmitted via email on July 27, 2011 (incorporated by reference)
- B. The total cost to the Government for the work to be performed is \$13,300.00 and shall be paid via lump sum payment to the Lessor upon completion of the work and the Government's inspection and acceptance of such. Total payment for work contained in this SLA shall not exceed \$13,300.00. Costs for additional change orders shall require separate notice to proceed from the Government, and no additional costs shall be paid unless approved in writing by the GSA Contracting Officer.

This Supplemental Lease Agreement contains five (5) pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date.

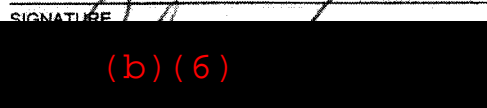
**LESSOR Winchester Cold Storage Company**

SIGNATURE 	NAME AND TITLE OF SIGNER <b>BRIAN K. BEAZER GM/CEO</b>
ADDRESS <b>605 N. LOUDOUN ST., WINCHESTER, VA 22601</b>	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER <b>Stacy M. Chandler</b>
---	--

**UNITED STATES OF AMERICA, REAL ESTATE ACQUISITION DIVISION, SOUTH BRANCH**

SIGNATURE 	NAME OF SIGNER <b>Christian Evans</b>  OFFICIAL TITLE OF SIGNER <b>CONTRACTING OFFICER</b>
---	--

- C. Work contained in this SLA shall be executed in accordance with the schedule for construction of alterations, included in SLA No. 6.
- D. **Miscellaneous:** All Security Requirements of the Government shall be adhered to during the length of the work.
- E. Upon completion of the work, the Lessor shall notify the Contracting Officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice shall be forwarded to:
- General Services Administration  
Greater Southwest Region (7BC)  
P.O. Box 17181  
Forth Worth, TX 76102-0181

A copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service  
Real Estate Acquisition Division, South Branch  
The Strawbridge Building, 8th Floor  
20 N. 8th Street  
Philadelphia, PA 19107  
Attn: Christian Evans

For an invoice to be considered proper, it must:

- 1) be received after the execution of this SLA,
- 2) reference the Pegasys Document Number (PDN) specified on this form ( PS0020969 ),
- 3) include a unique, vendor-supplied, invoice number,
- 4) indicate the exact payment amount requested, and
- 5) specify the payee's name and address. The payee's name and address must EXACTLY match the lessor's name and address listed above, or, if completed, the remittance name and address specified below. If the Lessor chooses to have payments sent an address other than the one listed above, that remittance address must be entered below.

Remit To:

\_\_\_\_\_  
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\_\_\_\_\_  
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Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

- F. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove the same if so desired. In the event such are not removed by the Government at the end of the lease term or any extension or renewal thereof, title shall rest with the Lessor and all rights of restoration shall be waived.

#### G. INSPECTION OF CONSTRUCTION

- (1) Definition: "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.
- (2) The Lessor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed is required under the contract requirements. The Lessor shall maintain complete inspection records and make them available to the Government upon request. All work is subject to Government inspection and test at all reasonable times before acceptance, to ensure strict compliance with terms of the contract.

INITIALS:

  
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- (3) Government inspecting and tests are for the sole benefit of the Government and do not—
- (a) Relieve the Lessor of responsibility for providing adequate control measures;
  - (b) Relieve the Lessor of responsibility for damage to or loss of the material before acceptance;
  - (c) Constitute or imply acceptance or;
  - (d) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (9) below.
- (4) The presence or absence of a Government inspector does not relieve the Lessor from any contract requirements, nor is the inspector authorized to change any term or condition of the specification without the Government Contracting Officer's written authorization.
- (5) The Lessor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the policy interest the Government consents to accept the work with an appropriate adjustment in contract price. The Lessor shall promptly segregate and remove rejected material from the job site.
- (6) If the Lessor does not promptly replace or correct rejected work, the Government may: (1) by contract or otherwise, replace or correct the work and charge the cost to the Lessor or; (2) terminate for default the Lessor's right to proceed.
- (7) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Lessor, on request shall promptly furnish all necessary facilities, labor and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Lessor or its subcontractors, the Lessor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Government Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (8) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work Government/Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
- (9) If there are any lump-sum reimbursements required as part of this agreement, the procedures outlined in Section E of this Supplemental Lease Agreement shall apply.

INITIALS:

  
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The following clause, General Conditions for Lease alterations, is hereby added to this Lease:

**Exhibit A: General Conditions for Lease Alterations**

**1. CONDITIONS AFFECTING THE WORK.**

It is the responsibility of the Lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and informed as to all conditions, including other work, if any, being performed. Failure to do so will in no way relieve the Lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

**2. SPECIFICATIONS.**

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Lessor, save only at his own risk and expense.

**3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.**

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the interest of the Government. If this agreement is terminated, the Lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.

(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

**4. LAWS AND ORDINANCES.**

The Lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

**5. SCHEDULING AGREEMENT WORK.**

The Lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. All work shall be done during normal business hours.

**6. USE OF BUILDING.**

The Lessor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The Lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the Building Manager, guards, inspectors, etc.

**7. ACCIDENT PREVENTION.**

The Lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

**8. FIRE HAZARDS.**

The Lessor shall take every precaution to prevent fires during the performance of this agreement. The Lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

**9. MATERIALS.**

The Lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of quality to conform with applicable federal Specifications. Upon request, the Lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The Lessor will not use any material that the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

INITIALS:

  
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**10. LESSOR EMPLOYEES.**

Each employee of the Lessor shall be a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence as evinced by Alien Registration Receipt Card Form 1-151, or who presents evidence from the Immigration-and Naturalization Service that employment will not affect his immigration status.

**11. EXTRAS.**

Except as otherwise provided in this agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

**12. PRICING OF ADJUSTMENTS.**

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

**13. DEBRIS AND CLEANING.**

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the Lessor who shall remove them from the job site.

**14. GUARANTEE.**

Unless otherwise provided in the specifications, the Lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

**15. INSPECTION.**

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

**16. INDEMNITY.**

The Lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of kind and nature for injury to or death of any person and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the Lessor.

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<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL LEASE AGREEMENT (SLA)</b>  <b>No. 8</b>	<b>DATE</b>  <b>AUG 29 2011</b>
	<b>TO LEASE NO.</b> <b>GS-03B-07385</b>	
<b>ADDRESS OF PREMISE</b> Winchester Cold Storage 188 Brooke Road Winchester, Virginia 22603-5798	<b>PDN Number:</b> <b>PS0021214</b>	

**THIS AGREEMENT**, made and entered into this date by and between

**Winchester Cold Storage Company**

whose address is: 605 North Loudoun Street  
Winchester, Virginia 22601

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to establish scope and lump sum payment for change orders to provide electrical infrastructure and installation of additional IT infrastructure and cabling, related to Government requested space alterations under the Lease.

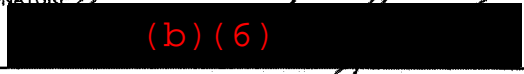

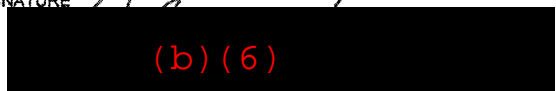
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 24, 2011 as follows:

- A. In consideration of lump sum payments totaling \$22,316.87, the Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, complete, and maintain alterations specified in this Supplemental Lease Agreement. This SLA consists of the following documents hereto attached and incorporated into the Lease Contract:
1. GSA Form 276
  2. Exhibit A: General Conditions for Lease Alterations
  3. Government RFP for electrical infrastructure for cross cut shredder, sent via email on August 15, 2011 (incorporated by reference)
  4. Lessor's firm, fixed price proposal for electrical infrastructure for cross cut shredder, dated August 20, 2011
  5. Government RFP and attachments for additional IT infrastructure, sent via email on August 18, 2011 (incorporated by reference)
  6. Lessor's firm, fixed price proposal for additional IT infrastructure and cabling, dated August 20, 2011

This Supplemental Lease Agreement contains seven (7) pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date.

<b>LESSOR Winchester Cold Storage Company</b>	
SIGNATURE 	NAME AND TITLE OF SIGNER BRIAN K. BEAZER GM/CEO
ADDRESS 605 N. LOUDOUN ST. WINCHESTER, VA 22601	
IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Amanda Stiltner
<b>UNITED STATES OF AMERICA, REAL ESTATE ACQUISITION DIVISION, SOUTH BRANCH</b>	
SIGNATURE 	NAME OF SIGNER Christian Evans  OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER



- B. The scope of work to be executed under this SLA is that which is included in and represented by the Government's requests for proposals (RFP), including any applicable attachments, for each of the following change orders:
1. Installation of electrical infrastructure for cross cut shredder (Government furnished equipment)
  2. Installation of additional data infrastructure and cabling.

All work shall be performed in accordance with the Government's scope of work for each of the respective change orders listed above and shall conform to the Government's design intent.

- C. The total cost to the Government for the work to be performed is \$22,316.87 and shall be paid via lump sum payment(s) to the Lessor upon completion of the work and the Government's inspection and acceptance of such. The total cost to the Government for change order #1, listed in Section B, above, is (b) (4) which includes applicable lessor overhead and profit for the subject change order. The total cost to the Government for change order #2, listed in Section B, above, is (b) (4) which includes applicable lessor overhead and profit for the subject change order. The total of payments for work contained in this SLA shall not exceed \$22,316.87. Costs for additional change orders shall require separate notice to proceed from the Government, and no additional costs shall be paid unless approved in writing by the GSA Contracting Officer.

- D. Work contained in this SLA shall be executed in accordance with the schedule for construction of alterations, included in SLA No. 6.

- E. **Miscellaneous:** All Security Requirements of the Government shall be adhered to during the length of the work.

- F. Upon completion of the work, the Lessor shall notify the Contracting Officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice shall be forwarded to:

General Services Administration  
Greater Southwest Region (7BC)  
P.O. Box 17181  
Forth Worth, TX 76102-0181

A copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service  
Real Estate Acquisition Division, South Branch  
The Strawbridge Building, 8th Floor  
20 N. 8th Street  
Philadelphia, PA 19107  
Attn: Christian Evans

For an invoice to be considered proper, it must:

- 1) be received after the execution of this SLA,
- 2) reference the Pegasys Document Number (PDN) specified on this form ( PS0021214 ),
- 3) include a unique, vendor-supplied, invoice number,
- 4) indicate the exact payment amount requested, and
- 5) specify the payee's name and address. The payee's name and address must EXACTLY match the lessor's name and address listed above, or, if completed, the remittance name and address specified below. If the Lessor chooses to have payments sent an address other than the one listed above, that remittance address must be entered below.

Remit To:

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Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

INITIALS:

  
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G. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove the same if so desired. In the event such are not removed by the Government at the end of the lease term or any extension or renewal thereof, title shall rest with the Lessor and all rights of restoration shall be waived.

#### H. INSPECTION OF CONSTRUCTION

- (1) Definition: "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.
- (2) The Lessor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed is required under the contract requirements. The Lessor shall maintain complete inspection records and make them available to the Government upon request. All work is subject to Government inspection and test at all reasonable times before acceptance, to ensure strict compliance with terms of the contract.
- (3) Government inspecting and tests are for the sole benefit of the Government and do not—
  - (a) Relieve the Lessor of responsibility for providing adequate control measures;
  - (b) Relieve the Lessor of responsibility for damage to or loss of the material before acceptance;
  - (c) Constitute or imply acceptance or;
  - (d) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (9) below.
- (4) The presence or absence of a Government inspector does not relieve the Lessor from any contract requirements, nor is the inspector authorized to change any term or condition of the specification without the Government Contracting Officer's written authorization.
- (5) The Lessor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the policy interest the Government consents to accept the work with an appropriate adjustment in contract price. The Lessor shall promptly segregate and remove rejected material from the job site.
- (6) If the Lessor does not promptly replace or correct rejected work, the Government may: (1) by contract or otherwise, replace or correct the work and charge the cost to the Lessor or; (2) terminate for default the Lessor's right to proceed.
- (7) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Lessor, on request shall promptly furnish all necessary facilities, labor and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Lessor or its subcontractors, the Lessor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Government Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (8) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work Government/Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
- (9) If there are any lump-sum reimbursements required as part of this agreement, the procedures outlined in Section F of this Supplemental Lease Agreement shall apply.

INITIALS:

  
LESSOR

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The following clause, General Conditions for Lease alterations, is hereby added to this Lease:

**Exhibit A: General Conditions for Lease Alterations**

**1. CONDITIONS AFFECTING THE WORK.**

It is the responsibility of the Lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and informed as to all conditions, including other work, if any, being performed. Failure to do so will in no way relieve the Lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

**2. SPECIFICATIONS.**

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Lessor, save only at his own risk and expense.

**3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.**

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the interest of the Government. If this agreement is terminated, the Lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.

(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

**4. LAWS AND ORDINANCES.**

The Lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

**5. SCHEDULING AGREEMENT WORK.**

The Lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. All work shall be done during normal business hours.

**6. USE OF BUILDING.**

The Lessor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The Lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the Building Manager, guards, inspectors, etc.

**7. ACCIDENT PREVENTION.**

The Lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

**8. FIRE HAZARDS.**

The Lessor shall take every precaution to prevent fires during the performance of this agreement. The Lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

**9. MATERIALS.**

The Lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of quality to conform with applicable federal Specifications. Upon request, the Lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The Lessor will not use any material that the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

INITIALS:

  
LESSOR

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GOVT

**10. LESSOR EMPLOYEES.**

Each employee of the Lessor shall be a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence as evinced by Alien Registration Receipt Card Form 1-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

**11. EXTRAS.**

Except as otherwise provided in this agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

**12. PRICING OF ADJUSTMENTS.**

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

**13. DEBRIS AND CLEANING.**

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the Lessor who shall remove them from the job site.

**14. GUARANTEE.**

Unless otherwise provided in the specifications, the Lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

**15. INSPECTION.**

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

**16. INDEMNITY.**

The Lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of kind and nature for injury to or death of any person and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the Lessor.

INITIALS:

  
LESSOR

&amp;

  
GOVT

Scott Rodgers  
Winchester Cold Storage Co.  
605 North Loudoun Street  
Winchester, VA. 22601  
August 20, 2011

Christian Evans  
Realty Contracting Officer  
Real Estate Acquisition Division, South Branch  
20 N. 8<sup>th</sup> Street  
Philadelphia, PA. 19107

Dear Christian Evans:

This firm fixed price proposal is for an electrical change order to install power for a shredder.

- Run power to the hallway outside of the high density file room, for a cross cut shredder, the destroyit 4107 --- (b) (4)

I am including a (b) (4) for owners overhead.

This letter is to server as our firm fixed price proposal for the additional electric to install the power for the shredder, related to the FEMA alteration project.

The final firm fixed price of (b) (4) to perform and complete this work, as related to the FEMA OCFO alterations project.

Sincerely,

Scott Rodgers

Facility Manager  
Winchester Cold Storage Co.

INITIALS:

  
LESSOR

&

  
GOVT

Scott Rodgers  
Winchester Cold Storage Co.  
605 North Loudoun Street  
Winchester, VA. 22601  
August 20, 2011

Christian Evans  
Realty Contracting Officer  
Real Estate Acquisition Division, South Branch  
20 N. 8<sup>th</sup> Street  
Philadelphia, PA. 19107

Dear Christian Evans:

This firm fixed price proposal is for the change order for cabling and IT infrastructure work.

- (b)(4) Onsite Labor and Equipment for fiber backbone - (b)(4)
- (b)(4) Onsite Additional Labor and Equipment for 119 drops - (b)(4)

I am including a (b)(4) for owners overhead.

This letter is to server as our firm fixed price proposal for the additional cabling and IT infrastructure work, related to the FEMA alteration project.

The final firm fixed price of (b)(4) to perform and complete this work, as related to the FEMA OCFO alterations project.

Sincerely,

Scott Rodgers

Facility Manager  
Winchester Cold Storage Co.

INITIALS:

  
LESSOR

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GOV'T



<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL LEASE AGREEMENT (SLA)</b>  <b>No. 9</b>	<b>DATE</b>  <b>SEP 23 2011</b>
<b>ADDRESS OF PREMISE</b> Winchester Cold Storage 188 Brooke Road Winchester, Virginia 22603-5798	<b>TO LEASE NO.</b> <b>GS-03B-07385</b>  <b>PDN Number:</b> <b>PS0021471</b>	

**THIS AGREEMENT**, made and entered into this date by and between

**Winchester Cold Storage Company**

whose address is: 605 North Loudoun Street  
Winchester, Virginia 22601

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to establish scope and lump sum payment for a change order to provide for the construction of a private office in the mail room area being renovated, related to Government requested space alterations under the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 20, 2011 as follows:

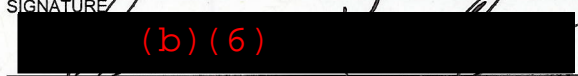

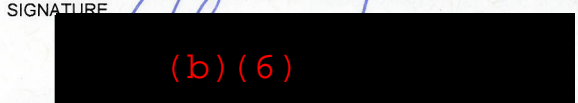
A. In consideration of lump sum payments totaling **\$9,258.43**, the Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, complete, and maintain alterations specified in this Supplemental Lease Agreement. This SLA consists of the following documents hereto attached and incorporated into the Lease Contract:

1. GSA Form 276
2. Exhibit A: General Conditions for Lease Alterations
3. Government RFP, including attachments, for construction of mail room, sent via email on 09/02/2011 (incorporated by reference)
4. Lessor's firm, fixed price proposal for construction of mail room, as revised, transmitted via email on 09/19/2011

This Supplemental Lease Agreement contains six (6) pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date.

<b>LESSOR Winchester Cold Storage Company</b>			
SIGNATURE 	NAME AND TITLE OF SIGNER <b>BRIAN K. BEAZER GM/CEO</b>		
ADDRESS <b>605 N. LOUDOUN ST. WINCHESTER, VA 22601</b>			
IN PRESENCE OF			
SIGNATURE 	NAME OF SIGNER <b>Michelle Gordon</b>		
<b>UNITED STATES OF AMERICA, REAL ESTATE ACQUISITION DIVISION, SOUTH BRANCH</b>			
SIGNATURE 	NAME OF SIGNER <b>Christian Evans</b>  OFFICIAL TITLE OF SIGNER <b>CONTRACTING OFFICER</b>		



- B. The scope of work to be executed under this SLA is that which is included in and represented by the Government's request for proposals (RFP), including attachments, transmitted to the lessor via email on September 2, 2011, and the lessor's final firm, fixed price proposal, submitted to the Government via email on September 19, 2011.

All work shall be performed in accordance with the Government's scope of work and shall conform to the Government's design intent.

- C. The total cost to the Government for the work to be performed is \$9,258.43 and shall be paid via lump sum payment(s) to the Lessor upon completion of the work by the lessor and inspection and acceptance of such by the Government. The total cost to the Government of \$9,258.43 includes applicable lessor overhead and profit for work contained in this SLA.

Costs for additional change orders shall require separate notice to proceed from the Government, and no additional costs shall be paid unless approved in writing by the GSA Contracting Officer.

- D. Work contained in this SLA shall be executed in accordance with the schedule for construction of alterations, included in SLA No. 6.

- E. **Miscellaneous:** All Security Requirements of the Government shall be adhered to during the length of the work.

- F. Upon completion of the work, the Lessor shall notify the Contracting Officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice shall be forwarded to:

General Services Administration  
Greater Southwest Region (7BC)  
P.O. Box 17181  
Forth Worth, TX 76102-0181

A copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service  
Real Estate Acquisition Division, South Branch  
The Strawbridge Building, 8th Floor  
20 N. 8th Street  
Philadelphia, PA 19107  
Attn: Christian Evans

For an invoice to be considered proper, it must:

- 1) be received after the execution of this SLA,
- 2) reference the Pegasys Document Number (PDN) specified on this form ( PS0021471 ),
- 3) include a unique, vendor-supplied, invoice number,
- 4) indicate the exact payment amount requested, and
- 5) specify the payee's name and address. The payee's name and address must EXACTLY match the lessor's name and address listed above, or, if completed, the remittance name and address specified below. If the Lessor chooses to have payments sent an address other than the one listed above, that remittance address must be entered below.

Remit To:

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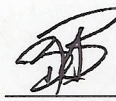
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Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

INITIALS:

  
LESSOR

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GOV'T



G. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove the same if so desired. In the event such are not removed by the Government at the end of the lease term or any extension or renewal thereof, title shall rest with the Lessor and all rights of restoration shall be waived.

#### H. INSPECTION OF CONSTRUCTION

- (1) Definition: "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.
- (2) The Lessor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed is required under the contract requirements. The Lessor shall maintain complete inspection records and make them available to the Government upon request. All work is subject to Government inspection and test at all reasonable times before acceptance, to ensure strict compliance with terms of the contract.
- (3) Government inspecting and tests are for the sole benefit of the Government and do not—
  - (a) Relieve the Lessor of responsibility for providing adequate control measures;
  - (b) Relieve the Lessor of responsibility for damage to or loss of the material before acceptance;
  - (c) Constitute or imply acceptance or;
  - (d) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (9) below.
- (4) The presence or absence of a Government inspector does not relieve the Lessor from any contract requirements, nor is the inspector authorized to change any term or condition of the specification without the Government Contracting Officer's written authorization.
- (5) The Lessor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the policy interest the Government consents to accept the work with an appropriate adjustment in contract price. The Lessor shall promptly segregate and remove rejected material from the job site.
- (6) If the Lessor does not promptly replace or correct rejected work, the Government may: (1) by contract or otherwise, replace or correct the work and charge the cost to the Lessor or; (2) terminate for default the Lessor's right to proceed.
- (7) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Lessor, on request shall promptly furnish all necessary facilities, labor and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Lessor or its subcontractors, the Lessor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Government Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (8) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work Government/Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
- (9) If there are any lump-sum reimbursements required as part of this agreement, the procedures outlined in Section F of this Supplemental Lease Agreement shall apply.

INITIALS:

  
LESSOR

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The following clause, General Conditions for Lease alterations, is hereby added to this Lease:

**Exhibit A: General Conditions for Lease Alterations**

**1. CONDITIONS AFFECTING THE WORK.**

It is the responsibility of the Lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and informed as to all conditions, including other work, if any, being performed, Failure to do so will in no way relieve the Lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

**2. SPECIFICATIONS.**

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Lessor, save only at his own risk and expense.

**3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.**

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the interest of the Government. If this agreement is terminated, the Lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.

(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

**4. LAWS AND ORDINANCES.**

The Lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

**5. SCHEDULING AGREEMENT WORK.**

The Lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. All work shall be done during normal business hours.

**6. USE OF BUILDING.**

The Lessor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The Lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the Building Manager, guards, inspectors, etc.

**7. ACCIDENT PREVENTION.**

The Lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

**8. FIRE HAZARDS.**

The Lessor shall take every precaution to prevent fires during the performance of this agreement. The Lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

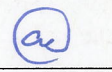
**9. MATERIALS.**

The Lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of quality to conform with applicable federal Specifications. Upon request, the Lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The Lessor will not use any material that the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

INITIALS:

  
LESSOR

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GOV'T



**10. LESSOR EMPLOYEES.**

Each employee of the Lessor shall be a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence as evinced by Alien Registration Receipt Card Form 1-151, or who presents evidence from the Immigration-and Naturalization Service that employment will not affect his immigration status.

**11. EXTRAS.**

Except as otherwise provided in this agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

**12. PRICING OF ADJUSTMENTS.**

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

**13. DEBRIS AND CLEANING.**

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the Lessor who shall remove them from the job site.

**14. GUARANTEE.**

Unless otherwise provided in the specifications, the Lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

**15. INSPECTION.**

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

**16. INDEMNITY.**

The Lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of kind and nature for injury to or death of any person and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the Lessor.

INITIALS:

  
LESSOR

&amp;

  
GOVT



Scott Rodgers  
Winchester Cold Storage Co  
605 North Loudoun Street  
Winchester, VA. 22601  
July 14, 2011

Christian Evans  
Realty Contracting Officer  
Real Estate Acquisition Division, South Branch  
20 N. 8<sup>th</sup> Street  
Philadelphia, PA. 19107

Dear Christian Evans:

This letter is to server as our firm fixed price proposal for adding an office inside the mail room, and the related electrical, related to the FEMA alteration project.

Electrical - (b) (4)  
:  
:  
:  
Building - (b) (4)  
:  
:  
:  
:  
:  
:  
(b) (4)

The window is something I told Tyrone I would take care of, so I did not include it in this letter. I do not have an estimated completion date on it yet.

The final firm fixed price is \$9,258.43 to perform and complete the remodeling work as related to the FEMA OCFO alterations project.

Sincerely,


Scott Rodgers

Facility Manager  
Winchester Cold Storage Co.

INITIALS:

  
LESSOR

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GOVT

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL LEASE AGREEMENT (SLA)</b>  <b>No. 10</b>	<b>DATE</b>  <b>OCT 31 2011</b>
<b>ADDRESS OF PREMISE</b> Winchester Cold Storage 188 Brooke Road Winchester, Virginia 22603-5798	<b>TO LEASE NO.</b> <b>GS-03B-07385</b>  <b>PDN Number:</b> <b>PS0021968</b>	

THIS AGREEMENT, made and entered into this date by and between

**Winchester Cold Storage Company**

whose address is: 605 North Loudoun Street  
Winchester, Virginia 22601

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to establish scope and lump sum payment for a change order to provide for the construction of a the hallway between the special projects / auditor space and high density file room, related to Government requested space alterations under the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 25, 2011 as follows:


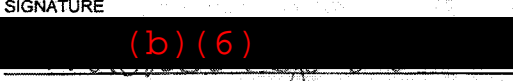

A. In consideration of lump sum payments totaling \$9,722.08, the Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, complete, and maintain alterations specified in this Supplemental Lease Agreement. This SLA consists of the following documents hereto attached and incorporated into the Lease Contract:

1. GSA Form 276
2. Exhibit A: General Conditions for Lease Alterations
3. Government RFP, the scope for which was confirmed during onsite meeting of September 28, 2011 (incorporated by reference)
4. Lessor's firm, fixed price proposal for construction of mail room, transmitted via email on September 8, 2011

This Supplemental Lease Agreement contains six (6) pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date.

<b>LESSOR Winchester Cold Storage Company</b>			
SIGNATURE 	NAME AND TITLE OF SIGNER <b>BRIAN K. BEAZER GM/CW</b>		
ADDRESS <b>605 N. LOUDOUN ST., WINCHESTER, VA 22601</b>			
IN PRESENCE OF			
SIGNATURE 	NAME OF SIGNER <b>Michelle Gordon</b>		
<b>UNITED STATES OF AMERICA, REAL ESTATE ACQUISITION DIVISION, SOUTH BRANCH</b>			
SIGNATURE 	NAME OF SIGNER <b>Christian Evans</b>  OFFICIAL TITLE OF SIGNER <b>CONTRACTING OFFICER</b>		

- B. The scope of work to be executed under this SLA is that which was specified in the Government's request for proposal (RFP), which was confirmed during the Government's onsite inspection of the alterations on September 28, 2011, and the lessor's firm, fixed price proposal, submitted to the Government via email on September 8, 2011.

All work shall be performed in accordance with the Government's scope of work and shall conform to the Government's design intent.

- C. The total cost to the Government for the work to be performed is \$9,722.08 and shall be paid via lump sum payment(s) to the Lessor upon completion of the work by the lessor and inspection and acceptance of such by the Government. The total cost to the Government of \$9,722.08 includes applicable lessor overhead and profit for work contained in this SLA.

Costs for additional change orders shall require separate notice to proceed from the Government, and no additional costs shall be paid unless approved in writing by the GSA Contracting Officer.

- D. Work contained in this SLA shall be executed in accordance with the schedule for construction of alterations, included in SLA No. 6.

- E. **Miscellaneous:** All Security Requirements of the Government shall be adhered to during the length of the work.

- F. Upon completion of the work, the Lessor shall notify the Contracting Officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice shall be forwarded to:

General Services Administration  
Greater Southwest Region (7BC)  
P.O. Box 17181  
Forth Worth, TX 76102-0181

A copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service  
Real Estate Acquisition Division, South Branch  
The Strawbridge Building, 8th Floor  
20 N. 8th Street  
Philadelphia, PA 19107  
Attn: Christian Evans

For an invoice to be considered proper, it must:

- 1) be received after the execution of this SLA,
- 2) reference the Pegasys Document Number (PDN) specified on this form ( **PS0021968** ),
- 3) include a unique, vendor-supplied, invoice number,
- 4) indicate the exact payment amount requested, and
- 5) specify the payee's name and address. The payee's name and address must **EXACTLY** match the lessor's name and address listed above, or, if completed, the remittance name and address specified below. If the Lessor chooses to have payments sent an address other than the one listed above, that remittance address must be entered below.

Remit To:

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Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

INITIALS:

  
LESSOR

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GOVT

- G. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove the same if so desired. In the event such are not removed by the Government at the end of the lease term or any extension or renewal thereof, title shall rest with the Lessor and all rights of restoration shall be waived.

#### H. INSPECTION OF CONSTRUCTION

- (1) Definition: "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.
- (2) The Lessor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed is required under the contract requirements. The Lessor shall maintain complete inspection records and make them available to the Government upon request. All work is subject to Government inspection and test at all reasonable times before acceptance, to ensure strict compliance with terms of the contract.
- (3) Government inspecting and tests are for the sole benefit of the Government and do not—
  - (a) Relieve the Lessor of responsibility for providing adequate control measures;
  - (b) Relieve the Lessor of responsibility for damage to or loss of the material before acceptance;
  - (c) Constitute or imply acceptance or;
  - (d) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (9) below.
- (4) The presence or absence of a Government inspector does not relieve the Lessor from any contract requirements, nor is the inspector authorized to change any term or condition of the specification without the Government Contracting Officer's written authorization.
- (5) The Lessor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the policy interest the Government consents to accept the work with an appropriate adjustment in contract price. The Lessor shall promptly segregate and remove rejected material from the job site.
- (6) If the Lessor does not promptly replace or correct rejected work, the Government may: (1) by contract or otherwise, replace or correct the work and charge the cost to the Lessor or; (2) terminate for default the Lessor's right to proceed.
- (7) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Lessor, on request shall promptly furnish all necessary facilities, labor and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Lessor or its subcontractors, the Lessor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Government Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (8) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work Government/Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
- (9) If there are any lump-sum reimbursements required as part of this agreement, the procedures outlined in Section F of this Supplemental Lease Agreement shall apply.

INITIALS:

  
LESSOR

&amp;

  
GOVT



The following clause, General Conditions for Lease alterations, is hereby added to this Lease:

**Exhibit A: General Conditions for Lease Alterations**

**1. CONDITIONS AFFECTING THE WORK.**

It is the responsibility of the Lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and informed as to all conditions, including other work, if any, being performed. Failure to do so will in no way relieve the Lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

**2. SPECIFICATIONS.**

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Lessor, save only at his own risk and expense.

**3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.**

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the interest of the Government. If this agreement is terminated, the Lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.

(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

**4. LAWS AND ORDINANCES.**

The Lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

**5. SCHEDULING AGREEMENT WORK.**

The Lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. All work shall be done during normal business hours.

**6. USE OF BUILDING.**

The Lessor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The Lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the Building Manager, guards, inspectors, etc.

**7. ACCIDENT PREVENTION.**

The Lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

**8. FIRE HAZARDS.**

The Lessor shall take every precaution to prevent fires during the performance of this agreement. The Lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

**9. MATERIALS.**

The Lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of quality to conform with applicable federal Specifications. Upon request, the Lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The Lessor will not use any material that the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

INITIALS:

  
LESSOR

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GOVT



**10. LESSOR EMPLOYEES.**

Each employee of the Lessor shall be a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence as evinced by Alien Registration Receipt Card Form 1-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

**11. EXTRAS.**

Except as otherwise provided in this agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

**12. PRICING OF ADJUSTMENTS.**

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

**13. DEBRIS AND CLEANING.**

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the Lessor who shall remove them from the job site.

**14. GUARANTEE.**



Unless otherwise provided in the specifications, the Lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

**15. INSPECTION.**

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

**16. INDEMNITY.**

The Lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of kind and nature for injury to or death of any person and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the Lessor.

INITIALS:  LESSOR &  GOVT

Scott Rodgers  
Winchester Cold Storage Co.  
605 North Loudoun Street  
Winchester, VA. 22601  
July 14, 2011

Christian Evans  
Realty Contracting Officer  
Real Estate Acquisition Division, South Branch  
20 N. 8<sup>th</sup> Street  
Philadelphia, PA. 19107

Dear Christian Evans:

This letter is to server as our firm fixed price proposal for finishing the tunnel between the special project/Auditor space and the high density file room, related to the FEMA alteration project.

Electrical – (b) (4)  
: (b) (4)  
Plumbing – (b) (4)  
: (b) (4)  
: (b) (4)  
Mechanical HVAC – (b) (4)  
: (b) (4)  
: (b) (4)  
Building – (b) (4)  
: (b) (4)  
: (b) (4)  
: (b) (4)

The final firm fixed price is \$9722.08 to perform and complete the remodeling work as related to the FEMA OCFO alterations project.

Sincerely,

Scott Rodgers

Facility Manager  
Winchester Cold Storage Co.

INITIALS:

  
LESSOR

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GOVT

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL LEASE AGREEMENT (SLA)</b>  <b>No. 11</b>	<b>DATE</b>  <b>2/7/2012</b>
<b>ADDRESS OF PREMISE</b> Winchester Cold Storage 188 Brooke Road Winchester, Virginia 22603-5798	<b>TO LEASE NO.</b> <b>GS-03B-07385</b>  <b>PDN Number:</b> <b>PS0022362</b>	

THIS AGREEMENT, made and entered into this date by and between

**Winchester Cold Storage Company**

whose address is: 605 North Loudoun Street  
Winchester, Virginia 22601

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to establish scope and lump sum payment for change orders related to an ongoing alterations project for space occupied by the Government.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 23, 2012, as follows:


A. In consideration of lump sum payments totaling **\$20,489.62**, the Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, complete, and maintain alterations specified in this Supplemental Lease Agreement. This SLA consists of the following documents hereto attached and incorporated into the Lease Contract:

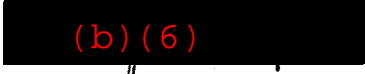
1. GSA Form 276
2. Exhibit A: General Conditions for Lease Alterations
3. Government issued RFPs, including any associated specifications, for each change order included in the Government's notice to proceed (NTP), and as outlined in Section B, below, are hereby incorporated by reference.
4. The lessor's firm, fixed price proposals for the change orders included in the Government's NTP, and as outlined in Section B, below, are hereby incorporated by reference.

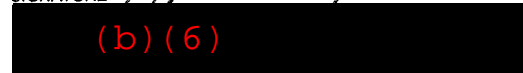
This Supplemental Lease Agreement contains five (5) pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date.

<b>LESSOR Winchester Cold Storage Company</b>	
SIGNATURE  <b>(b) (6)</b>	NAME AND TITLE OF SIGNER <b>BRIAN K. BEAZER GM/CEO</b>
ADDRESS <b>605 N. LOUDOUN ST. WINCHESTER, VA 22601</b>	
IN PRESENCE OF	

SIGNATURE  <b>(b) (6)</b>	NAME OF SIGNER <b>Michelle Gordon</b>
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<b>UNITED STATES OF AMERICA, REAL ESTATE ACQUISITION DIVISION, SOUTH BRANCH</b>	
SIGNATURE  <b>(b) (6)</b>	NAME OF SIGNER <b>Christian Evans</b>
	OFFICIAL TITLE OF SIGNER <b>CONTRACTING OFFICER</b>

- B. The scope of work to be performed under this supplemental lease agreement includes that for each RFP for which the Government issued NTP, as follows:

NTP Date	Change Order Description	Total Cost **
01/13/2012	Outline walkways in warehouse	(b) (4)
01/13/2012	Parking lot staging area sign	
01/13/2012	Roof antenna and camera installation	
01/13/2012	Warehouse switch, beacon lights, and warning signs	
01/23/2012	Secure Storage Area Door	
01/23/2012	Seal Vault Window in Mail Room	
TOTAL NTP AMOUNT FOR CHANGE ORDERS:		\$ 20,489.62

\*\* Costs listed in the table above include applicable lessor overhead and profit for each respective item.

All work shall be performed in accordance with the Government's scope of work for each change order listed above and shall conform to the Government's design intent.

- C. The total cost to the Government for the work to be performed is \$20,489.62 and shall be paid via lump sum payment(s) to the Lessor upon completion of the work by the lessor and inspection and acceptance of such by the Government. The total cost to the Government of \$20,489.62 includes applicable lessor overhead and profit for work contained in this SLA.

Costs for additional change orders shall require separate notice to proceed from the Government, and no additional costs shall be paid unless approved in writing by the GSA Contracting Officer.


- D. Work contained in this SLA shall be executed in accordance with the schedule for construction of alterations, included in SLA No. 6.
- E. **Miscellaneous:** All Security Requirements of the Government shall be adhered to during the length of the work.
- F. Upon completion of the work, the Lessor shall notify the Contracting Officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice shall be forwarded to:

General Services Administration  
Greater Southwest Region (7BC)  
P.O. Box 17181  
Forth Worth, TX 76102-0181

A copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service  
Real Estate Acquisition Division, South Branch  
The Strawbridge Building, 8th Floor  
20 N. 8th Street  
Philadelphia, PA 19107  
Attn: Christian Evans

INITIALS:

  
LESSOR

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GOVT

For an invoice to be considered proper, it must:

- 1) be received after the execution of this SLA,
- 2) reference the Pegasys Document Number (PDN) specified on this form ( **PS0022362** ),
- 3) include a unique, vendor-supplied, invoice number,
- 4) indicate the exact payment amount requested, and
- 5) specify the payee's name and address. The payee's name and address must EXACTLY match the lessor's name and address listed above, or, if completed, the remittance name and address specified below. If the Lessor chooses to have payments sent an address other than the one listed above, that remittance address must be entered below.

Remit To:

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Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

- G. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove the same if so desired. In the event such are not removed by the Government at the end of the lease term or any extension or renewal thereof, title shall rest with the Lessor and all rights of restoration shall be waived.

#### H. INSPECTION OF CONSTRUCTION

- (1) Definition: "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.
- (2) The Lessor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed is required under the contract requirements. The Lessor shall maintain complete inspection records and make them available to the Government upon request. All work is subject to Government inspection and test at all reasonable times before acceptance, to ensure strict compliance with terms of the contract.
- (3) Government inspecting and tests are for the sole benefit of the Government and do not—
  - (a) Relieve the Lessor of responsibility for providing adequate control measures;
  - (b) Relieve the Lessor of responsibility for damage to or loss of the material before acceptance;
  - (c) Constitute or imply acceptance or;
  - (d) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (9) below.
- (4) The presence or absence of a Government inspector does not relieve the Lessor from any contract requirements, nor is the inspector authorized to change any term or condition of the specification without the Government Contracting Officer's written authorization.
- (5) The Lessor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the policy interest the Government consents to accept the work with an appropriate adjustment in contract price. The Lessor shall promptly segregate and remove rejected material from the job site.
- (6) If the Lessor does not promptly replace or correct rejected work, the Government may: (1) by contract or otherwise, replace or correct the work and charge the cost to the Lessor or; (2) terminate for default the Lessor's right to proceed.

INITIALS:

  
LESSOR

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- (7) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Lessor, on request shall promptly furnish all necessary facilities, labor and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Lessor or its subcontractors, the Lessor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Government Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (8) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work Government/Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
- (9) If there are any lump-sum reimbursements required as part of this agreement, the procedures outlined in Section F of this Supplemental Lease Agreement shall apply.

The following clause, General Conditions for Lease alterations, is hereby added to this Lease:

**Exhibit A: General Conditions for Lease Alterations**

**1. CONDITIONS AFFECTING THE WORK.**

It is the responsibility of the Lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and informed as to all conditions, including other work, if any, being performed, Failure to do so will in no way relieve the Lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

**2. SPECIFICATIONS.**

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Lessor, save only at his own risk and expense.

**3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.**

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the interest of the Government. If this agreement is terminated, the Lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.

(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

**4. LAWS AND ORDINANCES.**

The Lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).


**5. SCHEDULING AGREEMENT WORK.**

The Lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. All work shall be done during normal business hours.

**6. USE OF BUILDING.**

The Lessor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The Lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the Building Manager, guards, inspectors, etc.

INITIALS:

  
LESSOR

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GOV'T

**7. ACCIDENT PREVENTION.**

The Lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

**8. FIRE HAZARDS.**

The Lessor shall take every precaution to prevent fires during the performance of this agreement. The Lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

**9. MATERIALS.**

The Lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of quality to conform with applicable federal Specifications. Upon request, the Lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The Lessor will not use any material that the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

**10. LESSOR EMPLOYEES.**

Each employee of the Lessor shall be a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence as evinced by Alien Registration Receipt Card Form I-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

**11. EXTRAS.**

Except as otherwise provided in this agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

**12. PRICING OF ADJUSTMENTS.**

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

**13. DEBRIS AND CLEANING.**

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the Lessor who shall remove them from the job site.

**14. GUARANTEE.**

Unless otherwise provided in the specifications, the Lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

**15. INSPECTION.**

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

**16. INDEMNITY.**

The Lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of kind and nature for injury to or death of any person and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the Lessor.

INITIALS:

  
LESSOR

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<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL LEASE AGREEMENT (SLA)</b>  <b>No. 12</b>	<b>DATE</b>  <b>JAN 10 2012</b>
<b>ADDRESS OF PREMISE</b> Winchester Cold Storage 188 Brooke Road Winchester, Virginia 22603-5798	<b>TO LEASE NO.</b> <b>GS-03B-07385</b>  <b>PDN Number:</b>	

**THIS AGREEMENT**, made and entered into this date by and between

**Winchester Cold Storage Company**

whose address is: 605 North Loudoun Street  
Winchester, Virginia 22601

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to **incorporate a renewal option into the existing Lease**.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution of this Supplemental Lease Agreement by the Government as follows:

A. Paragraph 5 of the Standard Form 2 of the Lease is hereby amended by adding the following:

"This lease may be renewed at the option of the Government, provided notice is given in writing to the lessor at least 120 calendar days before the end of the original lease or any renewal term, for the following terms and at the following rentals:

One (1) two (2) year renewal option, for the period of March 28, 2013, through March 27, 2015, at an annual rental of \$1,637,519.73. The annual rental of \$1,637,519.73 is equal to approximately \$16.17 per rentable square foot (RSF), which is comprised of a shell rate of (b) (4) per RSF and an operating rate of approximately (b) (4) per RSF. The total annual rent and corresponding operating rent shall be subject to any applicable adjustments to the lease operating rent. All other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing."

This Supplemental Lease Agreement contains one (1) page.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date.

<b>LESSOR Winchester Cold Storage Company</b>	
SIGNATURE (b) (6)	NAME AND TITLE OF SIGNER BRIAN K. BEAZER GM/CEO
ADDRESS 605 N. LOUDOUN ST., WINCHESTER, VA 22601	
IN PRESENCE OF	
SIGNATURE (b) (6)	NAME OF SIGNER Michelle Gordon
<b>UNITED STATES OF AMERICA, REAL ESTATE ACQUISITION DIVISION, SOUTH BRANCH</b>	
SIGNATURE (b) (6)	NAME OF SIGNER Christian Evans  OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER



<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL LEASE AGREEMENT (SLA)</b>  <b>No. 13</b>	<b>DATE</b> <b>2/13/2012</b>
<b>ADDRESS OF PREMISE</b> Winchester Cold Storage 188 Brooke Road Winchester, Virginia 22603-5798	<b>TO LEASE NO.</b> <b>GS-03B-07385</b>  <b>PDN Number:</b>	

**THIS AGREEMENT**, made and entered into this date by and between

**Winchester Cold Storage Company**

whose address is: 605 North Loudoun Street  
Winchester, Virginia 22601

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to establish scope of additional services to be performed by the lessor, adjust the lease operating costs to account for additional services to be performed by the lessor, and reflect a change in pricing of an existing renewal option in the lease contract.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective February 1, 2012, as follows:

- A. Whereas the lessor completed construction of Government requested alterations, for which the Government contracted via Supplemental Lease Agreement (SLA) No. 6 to the lease contract, the installation of an emergency generator for the Government's use has resulted in (b)(4). As such, an equitable adjustment in the rental rate is due for (b)(4). On November 15, 2011, the lessor submitted a proposal for adjustment in the amount of \$3,136.00 to account for (b)(4) and confirmed on December 15, 2011, that the services included in the November 15<sup>th</sup> proposal were sufficient to (b)(4). This SLA shall serve to memorialize the agreement between the Lessor and the Government to provide an equitable adjustment in the rental rate in the form of an increase (b)(4) of \$3,136.00 (at a rate of approximately \$261.33 per month), effective February 1, 2012. This cost shall be included and reflected in the rental rate, as amended in Section C, below, and shall serve as consideration for the Lessor's increased costs to perform under the Lease, resulting from changes by the Government.

This Supplemental Lease Agreement contains two (2) pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date.

<b>LESSOR Winchester Cold Storage Company</b>			
SIGNATURE (b)(6)	NAME AND TITLE OF SIGNER BRIAN K. BEAZER GM/LEO		
ADDRESS 605 N. LOUDOUN ST., WINCHESTER, VA 22601			
IN PRESENCE OF			
SIGNATURE (b)(6)	NAME OF SIGNER Michelle Gordon		
UNITED STATES OF AMERICA, REAL ESTATE ACQUISITION DIVISION, SOUTH BRANCH			
SIGNATURE (b)(6)	NAME OF SIGNER Christian Evans OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER		

B. In accordance with the lessor's proposal of November 15, 2011,

(b) (4)

(b) (4)

These (b) (4) shall incur an additional (b) (4) \$3,136.00 per year.

C. Paragraph 3 of the Standard Form 2 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"The Government shall pay the Lessor annual rent of \$1,608,249.65 at the rate of \$134,020.80 per month in arrears. Rent for a lessor period shall be prorated. Rent checks shall be made payable to:

Winchester Cold Storage Company  
605 North Loudoun Street  
Winchester, Virginia 22601

Effective February 1, 2012, the total annual rent shall be \$1,608,249.65, which shall be comprised of the following:

Base Rent: (b) (4) (approximately (b) (4) per RSF)  
Operating Rent: (b) (4) (approximately (b) (4) per RSF)."

D. Whereas Supplemental Lease Agreement (SLA) No. 12 to the Lease added a renewal option to the existing lease contract, and the total annual rent and corresponding operating rent associated with the renewal option were subject to applicable adjustments to the lease operating rent, this SLA shall serve to reflect a change in the annual rent for the renewal option, based on the additional services and associated costs outlined above.

Paragraph 5 of the Standard Form 2 of the Lease is hereby amended by deleting that text which was added by SLA No. 12 and inserting in lieu thereof the following:

"This lease may be renewed at the option of the Government, provided notice is given in writing to the lessor at least 120 calendar days before the end of the original lease or any renewal term, for the following terms and at the following rentals:

One (1) two (2) year renewal option, for the period of March 28, 2013, through March 27, 2015, at an annual rental of \$1,640,718.45. The annual rental of \$1,640,718.45 is equal to approximately \$16.20 per rentable square foot (RSF), which is comprised of a shell rate of (b) (4) per RSF and an operating rate of approximately (b) (4) per RSF. The total annual rent and corresponding operating rent shall be subject to any applicable adjustments to the lease operating rent. All other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing."

All other terms and conditions of the lease shall remain in full force and effect.

INITIALS:

  
LESSOR

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<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL LEASE AGREEMENT (SLA)</b>  <b>No. 14</b>	<b>DATE</b>  7/23/2012
<b>ADDRESS OF PREMISE</b> Winchester Cold Storage 188 Brooke Road Winchester, Virginia 22603-5798	<b>TO LEASE NO.</b> <b>GS-03B-07385</b>  <b>PDN Number:</b> <b>PS0023305</b>	

THIS AGREEMENT, made and entered into this date by and between

**Winchester Cold Storage Company**

whose address is: 605 North Loudoun Street  
Winchester, Virginia 22601

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to establish scope and lump sum payment for change orders related to an ongoing alterations project for space occupied by the Government.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 16, 2012, as follows:


A. In consideration of lump sum payments totaling \$39,635.66, the Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, complete, and maintain alterations specified in this Supplemental Lease Agreement. This SLA consists of the following documents hereto attached and incorporated into the Lease Contract:


1. GSA Form 276
2. Exhibit A: General Conditions for Lease Alterations
3. Government issued RFPs, including any associated specifications, for each change order included in the Government's notice to proceed (NTP), and as outlined in Section B, below, are hereby incorporated by reference.
4. Lessor's firm, fixed price proposal for additional signage, submitted to the Government on April 12, 2012 (via email)
5. Lessor's firm, fixed price proposal for Section 9 alterations, submitted to the Government on April 9, 2012 (via email)
6. Lessor's firm, fixed price proposal (revised) for additional cabinetry, submitted to the Government on June 19, 2012 (via email)

This Supplemental Lease Agreement contains 24 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the above date.

<b>LESSOR Winchester Cold Storage Company</b>	
SIGNATURE 	NAME AND TITLE OF SIGNER BRIAN K. BEAZER GM/CEO
ADDRESS 605 N. LOUDOUN ST., WINCHESTER, VA 22601	
IN PRESENCE OF	
SIGNATURE	NAME OF SIGNER

<b>UNITED STATES OF AMERICA, REAL ESTATE ACQUISITION DIVISION, SOUTH BRANCH</b>	
SIGNATURE 	NAME OF SIGNER Christian Evans  OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

- B. The scope of work to be performed under this supplemental lease agreement includes that for each RFP for which the Government issued NTP, as follows:

NTP Date	Change Order Description	Total Cost **
04/26/2012	Additional Signage	(b) (4)
06/05/2012	Door Installation, Wall Repair, Electrical Install, and related	(b) (4)
07/16/2012	Additional Cabinetry	(b) (4)
TOTAL NTP AMOUNT FOR CHANGE ORDERS:		\$ 39,635.66

**\*\* Costs listed in the table above include applicable lessor overhead and profit for each respective item.**

All work shall be performed in accordance with the Government's scope of work for each change order listed above and shall conform to the Government's design intent.

- C. The total cost to the Government for the work to be performed is \$39,635.66 and shall be paid via lump sum payment(s) to the Lessor upon completion of the work by the lessor and inspection and acceptance of such by the Government. The total cost to the Government of \$39,635.66 includes applicable lessor overhead and profit for work contained in this SLA.

Costs for additional change orders shall require separate notice to proceed from the Government, and no additional costs shall be paid unless approved in writing by the GSA Contracting Officer.

- D. **Miscellaneous:** (1) All Security Requirements of the Government shall be adhered to during the length of the work.  
(2) Progress meetings shall be held as necessary, at the discretion of the GSA Contracting Officer.
- E. Upon completion of the work, the Lessor shall notify the Contracting Officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice shall be forwarded to:
- General Services Administration  
Greater Southwest Region (7BC)  
P.O. Box 17181  
Forth Worth, TX 76102-0181

A copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service  
Real Estate Acquisition Division, South Branch  
The Strawbridge Building, 8th Floor  
20 N. 8th Street  
Philadelphia, PA 19107  
Attn: Christian Evans

For an invoice to be considered proper, it must:

- 1) be received after the execution of this SLA,
- 2) reference the Pegasys Document Number (PDN) specified on this form ( **PS0023305** ),
- 3) include a unique, vendor-supplied, invoice number,
- 4) indicate the exact payment amount requested, and
- 5) specify the payee's name and address. The payee's name and address must EXACTLY match the lessor's name and address listed above, or, if completed, the remittance name and address specified below. If the Lessor chooses to have payments sent an address other than the one listed above, that remittance address must be entered below.

Remit To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

- F. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove the same if so desired. In the event such are not removed by the Government at the end of the lease term or any extension or renewal thereof, title shall rest with the Lessor and all rights of restoration shall be waived.

G. INSPECTION OF CONSTRUCTION

- (1) Definition: "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.
- (2) The Lessor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed is required under the contract requirements. The Lessor shall maintain complete inspection records and make them available to the Government upon request. All work is subject to Government inspection and test at all reasonable times before acceptance, to ensure strict compliance with terms of the contract.
- (3) Government inspecting and tests are for the sole benefit of the Government and do not—
  - (a) Relieve the Lessor of responsibility for providing adequate control measures;
  - (b) Relieve the Lessor of responsibility for damage to or loss of the material before acceptance;
  - (c) Constitute or imply acceptance or;
  - (d) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (9) below.
- (4) The presence or absence of a Government inspector does not relieve the Lessor from any contract requirements, nor is the inspector authorized to change any term or condition of the specification without the Government Contracting Officer's written authorization.
- (5) The Lessor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the policy interest the Government consents to accept the work with an appropriate adjustment in contract price. The Lessor shall promptly segregate and remove rejected material from the job site.
- (6) If the Lessor does not promptly replace or correct rejected work, the Government may: (1) by contract or otherwise, replace or correct the work and charge the cost to the Lessor or; (2) terminate for default the Lessor's right to proceed.
- (7) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Lessor, on request shall promptly furnish all necessary facilities, labor and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Lessor or its subcontractors, the Lessor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Government Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (8) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work Government/Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
- (9) If there are any lump-sum reimbursements required as part of this agreement, the procedures outlined in Section E of this Supplemental Lease Agreement shall apply.

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The following clause, General Conditions for Lease alterations, is hereby added to this Lease:

**Exhibit A: General Conditions for Lease Alterations**

**1. CONDITIONS AFFECTING THE WORK.**

It is the responsibility of the Lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and informed as to all conditions, including other work, if any, being performed. Failure to do so will in no way relieve the Lessor from the necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

**2. SPECIFICATIONS.**

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the Lessor, save only at his own risk and expense.

**3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.**

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the interest of the Government. If this agreement is terminated, the Lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on this agreement's date.

(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

**4. LAWS AND ORDINANCES.**

The Lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

**5. SCHEDULING AGREEMENT WORK.**

The Lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government activities will result. All work shall be done during normal business hours.

**6. USE OF BUILDING.**

The Lessor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The Lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as the Building Manager, guards, inspectors, etc.

**7. ACCIDENT PREVENTION.**

The Lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

**8. FIRE HAZARDS.**

The Lessor shall take every precaution to prevent fires during the performance of this agreement. The Lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

**9. MATERIALS.**

The Lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers and shall be of quality to conform with applicable federal Specifications. Upon request, the Lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The Lessor will not use any material that the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

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**10. LESSOR EMPLOYEES.**

Each employee of the Lessor shall be a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence as evinced by Alien Registration Receipt Card Form 1-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

**11. EXTRAS.**

Except as otherwise provided in this agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

**12. PRICING OF ADJUSTMENTS.**

When costs are a factor in any determination of an agreement price adjustment pursuant to the changes clause or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

**13. DEBRIS AND CLEANING.**

Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the Lessor who shall remove them from the job site.

**14. GUARANTEE.**

Unless otherwise provided in the specifications, the Lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

**15. INSPECTION.**

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government.

**16. INDEMNITY.**

The Lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of kind and nature for injury to or death of any person and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident or arising out of the occupancy, use, service, operations, or performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the Lessor.

INITIALS:



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April 11, 2012

Scott Rodgers  
Winchester Cold Storage Co.  
605 North Loudoun Street  
Winchester, VA. 22601

Christian Evans  
Realty Contracting Officer  
Real Estate Acquisition Division, South Branch  
20 N. 8<sup>th</sup> Street  
Philadelphia, PA 19107

Dear Christian Evans:

This letter is to serve as our firm fixed price proposal for additional signage after OCFO project.

Building: (b) (4)

•  
• (b) (4)

The final firm fixed price is (b) (4) for additional signage after OCFO project.

Sincerely,

Scott Rodgers

Facility Manager  
Winchester Cold Storage Co.

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(b) (4)

	Qty	Unit Net Price	Extended Net Price
1 Type C.3-1S - V711-3S Insert Rectangle	16	(b) (4)	
2 Inserts for Type C.3-1S	32		
3 Type EM - F04B-R1 Evacuation	4		
4 Inserts for Type EM	4		
5 Creation of Evacuation Maps	4		
6 Type EX.2 - Rules/Regs	2		
7 Type EX.1 - Firearms Poster	2		
8 Type SX.1 F04B-F2 Misc ID	2		
9 AD150 Silicone Adhesive Cartridge	1		
10 Installation (Optional)	1		
<b>Total Signs:</b>	<b>27</b>		

**Notes:**

TERMS: Net 30 with approved cred

Print Date: 2/15/2012 10:30:13AM

Page 1 of 2

INITIALS:

  
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(b) (4)

RELEASE TO PRODUCTION: Client approvals of rendering, location plan and message schedule required prior to production.

DELIVERY: Shipment will be made 4 weeks after receipt of client approvals assuming standard product and materials are used. Delays in approvals will affect date of shipment. For non standard product and materials please consult your inside sales person.

INSTALLATION: Unless indicated, sign installation is not included.

SITE READINESS: If for any reason, installation is not able to be completed on the schedule day(s), additional charges may apply.

CHANGES: Changes in quantities, sign types and/or finishes may affect prices quoted.

CANCELLATION: Cancelled orders shall be subject to a 25% cancellation fee.

SHIPPING: All orders shipped UPS Ground, unless otherwise specified. Shipping shall be prepaid and added to invoice.

EXPIRATION: Prices are valid for 90 days.

WARRANTY: (b) (4) warrants its products to be free of defects in material and workmanship for a period of five years from date of shipment. Warranty covers all material and labor to repair or replace products determined to be defective.

Purchase Order # \_\_\_\_\_

Total:

(b) (4)

Signature \_\_\_\_\_

Print Date: 2/15/2012 10:30:13AM

Page 2 of 2

INITIALS:

  
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April 11, 2012

Scott Rodgers  
Winchester Cold Storage Co.  
605 North Loudoun Street  
Winchester, VA. 22601

Christian Evans  
Realty Contracting Officer  
Real Estate Acquisition Division, South Branch  
20 N. 8<sup>th</sup> Street  
Philadelphia, PA 19107

Dear Christian Evans:

This letter is to serve as our firm fixed price proposal for extra signage missed from OCFO build out.

Building: (b) (4)

- (b) (4)

The final firm fixed price is (b) (4) for extra signage missed from OCFO build out.

Sincerely,

Scott Rodgers

Facility Manager  
Winchester Cold Storage Co.

INITIALS:

  
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(b)(4)

	Qty	Unit Net Price	Extended Net Price
1 Inserts for Type EM	2		
2 Creation of Evacuation Maps	2		
3 Type G-2: F04B1-BH Ext Room ID	5		
4 Type H: F04B-D1 Office ID	1		
5 Inserts for Type H	1		
6 Type I: F04B-G1 Lg Office ID	2		
7 Inserts for Type I	2		
8 A0150 Silicone Adhesive Cartridge	1		
9 Installation	1		
<b>Total Signs:</b>	<b>9</b>		

(b)(4)

**Notes:**

TERMS: Net 30 with approved cred

Print Date: 2/27/2012 9:59:56AM

Page 1 of 2

INITIALS:

  
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(b) (4)

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Purchase Order # \_\_\_\_\_

Total:

(b) (4)

Signature \_\_\_\_\_

Print Date: 2/27/2012 9:59:56AM

Page 2 of 2

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(b) (4)

Section	Item	Description	Quantity	Unit	Price	Total
Section 1	1	...	...	...	...	...
	2	...	...	...	...	...
	3	...	...	...	...	...
	4	...	...	...	...	...
	5	...	...	...	...	...
	6	...	...	...	...	...
	7	...	...	...	...	...
	8	...	...	...	...	...
	9	...	...	...	...	...
	10	...	...	...	...	...
Section 2	1	...	...	...	...	...
	2	...	...	...	...	...
	3	...	...	...	...	...
	4	...	...	...	...	...
	5	...	...	...	...	...
	6	...	...	...	...	...
	7	...	...	...	...	...
	8	...	...	...	...	...
	9	...	...	...	...	...
	10	...	...	...	...	...

Page 1 of 2  
Sup. Number 2

Page 1 of 2  
Sup. Number 1

**FIREARMS & WEAPONS PROHIBITED**




**WARNING**  
This is a restricted area. No firearms or weapons are permitted.

**WEAPONS PROHIBITED**  
No firearms or weapons are permitted in this area. Violation of this rule is a criminal offense.

**WARNING**  
No firearms or weapons are permitted in this area. Violation of this rule is a criminal offense.

Sign Type: EX-1  
Sign Number: 4

**FIREARMS & WEAPONS PROHIBITED**



**WARNING**  
This is a restricted area. No firearms or weapons are permitted.

**WEAPONS PROHIBITED**  
No firearms or weapons are permitted in this area. Violation of this rule is a criminal offense.

**WARNING**  
No firearms or weapons are permitted in this area. Violation of this rule is a criminal offense.

Sign Type: EX-1  
Sign Number: 1

PRODUCTION WILL NOT BEGIN UNTIL SIGNED APPROVAL IS RECEIVED

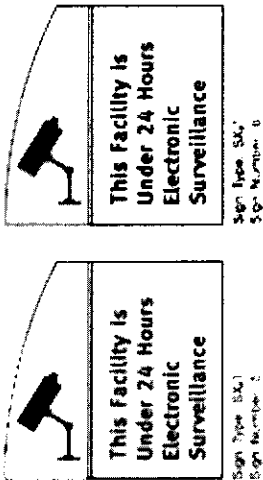
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PRODUCTION WILL NOT BEGIN UNTIL SIGNED APPROVAL IS RECEIVED

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<b>Vendor Payments Unit</b> <small>Sign Type: C-315 Sign Number: 14-01-0114</small>	<b>Vendor Payments Unit</b> <small>Side 2</small>
<b>Travel Services Unit</b> <small>Sign Type: C-315 Sign Number: 14-01-0114</small>	<b>Travel Services Unit</b> <small>Side 2</small>
<b>Certification Unit</b> <small>Sign Type: C-315 Sign Number: 14-01-0114</small>	<b>Certification Unit</b> <small>Side 2</small>
<b>Intergovernmental Payments Section</b> <small>Sign Type: C-315 Sign Number: 14-01-0114</small>	<b>Intergovernmental Payments Section</b> <small>Side 2</small>

PRODUCTION WILL NOT BEGIN UNTIL SIGNED APPROVAL IS RECEIVED

INITIALS:  LESSOR &  GOVT

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Mission Assignments Unit

Side 2

IAA &amp; Reimbursables Unit

Side 2

Accounting &amp; Analysis Section

Side 2

Accounting Reconciliation &amp; Analysis Unit

Side 2

Mission Assignments Unit

Sign Type: C3 IS  
Sign Number: 1111111111

IAA &amp; Reimbursables Unit

Sign Type: C3 IS  
Sign Number: 1111111111

Accounting &amp; Analysis Section

Sign Type: C3 IS  
Sign Number: 1111111111

Accounting Reconciliation &amp; Analysis Unit

Sign Type: C3 IS  
Sign Number: 1111111111

PRODUCTION WILL NOT BEGIN UNTIL SIGNED APPROVAL IS RECEIVED

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(b) (4)

Accounts Receivable Section Sign Type: C-315 Sign Number: 1414141414	Accounts Receivable Section Slide 2
Debt Establishment Unit Sign Type: C-315 Sign Number: 1414141414	Debt Establishment Unit Slide 2
Debt Management Unit Sign Type: C-315 Sign Number: 1414141414	Debt Management Unit Slide 2
Receipts Unit Sign Type: C-315 Sign Number: 1414141414	Receipts Unit Slide 2

PRODUCTION WILL NOT BEGIN UNTIL SIGNED APPROVAL IS RECEIVED

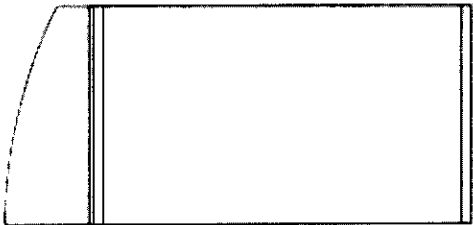
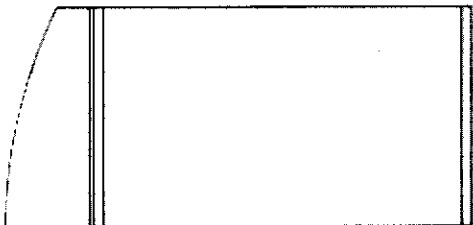
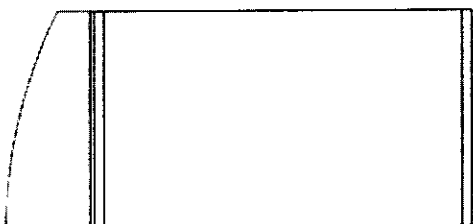
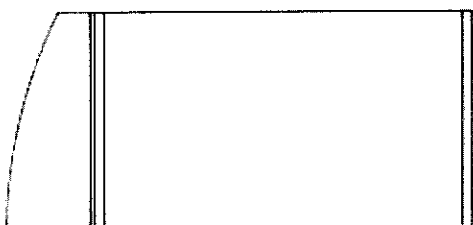
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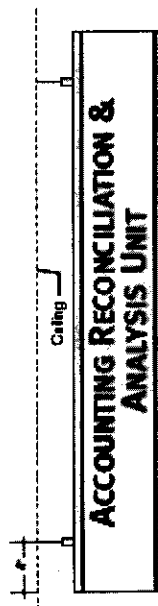
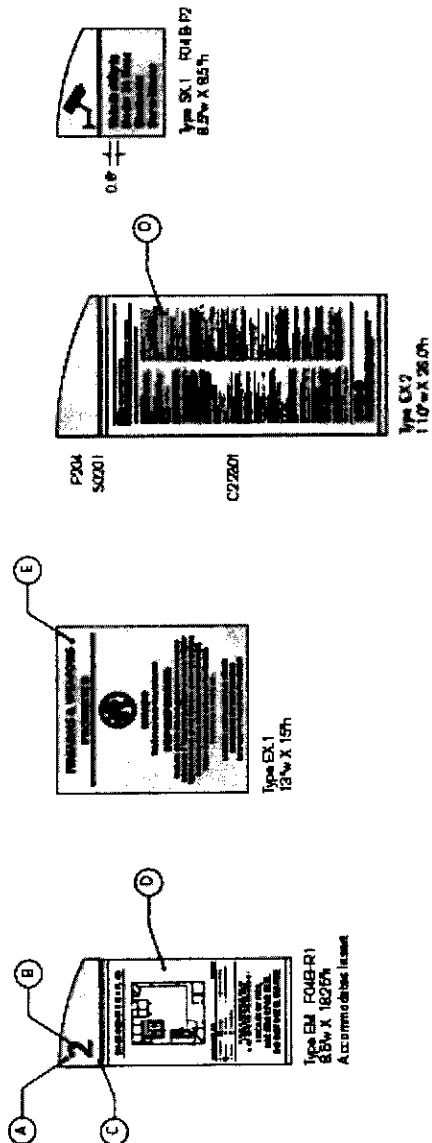
(b)(4)

	Sign Type: EM Sign Number: 26 Name: [Redacted] A. [Redacted] [Redacted]
	Sign Type: EM Sign Number: 25 Name: [Redacted] B. [Redacted] [Redacted]
	Sign Type: EM Sign Number: 24 Name: [Redacted] C. [Redacted] [Redacted]
	Sign Type: EM Sign Number: 23 Name: [Redacted] D. [Redacted] [Redacted]

PRODUCTION WILL NOT BEGIN UNTIL SIGNED APPROVAL IS RECEIVED

INITIALS:  LESSOR &  GOVT

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UNIT

Front Panel

Neutral

Client/Matrix (Type B) - When Paper

Font/Matrix Bold/Matrix Normal

Graphics/Copy Color: Black

Logo: Client to provide

Digitally Printed to resemble

Screen/Matrix: Black

Font: Matrix Bold

Client/Matrix (Type B) - When Paper

Font/Matrix Bold/Matrix Normal

Graphics/Copy Color: Black

Logo: Client to provide

INITIALS:

LESSOR

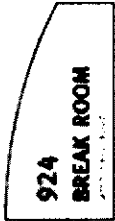
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Sign Type: G.2



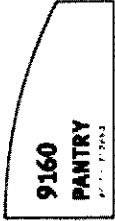
Sign Type: G.2



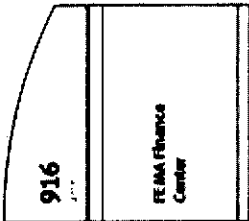
Sign Type: G.2



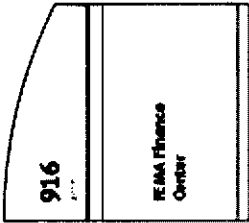
Sign Type: G.2



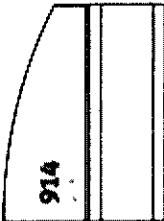
Sign Type: G.2



Sign Type: I



Sign Type: I



Sign Type: I

PRODUCTION WILL NOT BEGIN UNTIL SIGNED APPROVAL IS RECEIVED

INITIALS:

  
LESSOR

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Scott Rodgers  
Winchester Cold Storage Co.  
605 North Loudoun Street  
Winchester, VA. 22601  
October 31, 2011

Cindra Ryder  
Property Manager  
GSA  
20 N. 8<sup>th</sup> Street  
Philadelphia, PA. 19107

Dear Cindy Ryder:

This letter is to serve as our firm fixed price proposal for installing a door in the wall between section 9 and the DR warehouse.

Building -

(b) (4)

Electrical -

(b) (4)

Plumbing -

(b) (4)

Building -

(b) (4)

:

The final firm fixed price is (b) (4) for remodeling a small area in section 9.

Sincerely,

Scott Rodgers

Facility Manager  
Winchester Cold Storage Co.

INITIALS:

  
LESSOR

&

  
GOVT



## PROPOSAL

(b) (4)

April 6, 2012

Proposal Submitted To:  
 Name: Scott Rodgers  
 Company: Winchester Cold Storage

Work To Be Performed At:  
 Location: Winchester Cold Storage  
 Street: 188 Brooke Road  
 City: Winchester State: VA

We hereby propose to provide the material and perform the labor and supervision necessary for the completion of the following:

- Supply and install eight 20A duplex outlets in walls for printers
  - Please Note: Will reuse existing circuits above ceiling to power these outlets
- Supply and install two sets of three way switches at new doors: Rework existing lights to remove from present switches & rewire to new switches
- Supply and install two exits with emergency lights for above new doors
- Supply and install one audio/visual ceiling mount fire alarm unit and tie into existing system
- Supply and install eight new circuits and wiring for new office furniture
- Supply and install two new 2' x 2' fluorescent lay in fixtures in place of two existing 2' x 4' fluorescent lay in fixtures

(b) (4)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the above stated amount.

\*\*\*\*Note: Any alteration or deviation from above specifications, involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by (b) (4). Due to the fluctuating market prices any proposal requiring conduit and wire will be repriced upon receipt of purchase order.

Respectfully submitted:

(b) (4)

## ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Billing will be done weekly for work completed. Terms are net thirty days. If payment is not received within sixty days work will stop until payments are current.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Purchase Order #: \_\_\_\_\_

INITIALS:


  
LESSOR

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GOVT

Scott Rodgers  
Winchester Cold Storage Co.  
605 North Loudoun Street  
Winchester, VA. 22601  
June 19, 2012

Christian Evans  
Realty Contracting Officer  
Real Estate Acquisitions Division, South Branch  
20 N. 8<sup>th</sup> Street  
Philadelphia, PA. 19107

Dear Christian:

This letter is to serve as our firm fixed price proposal for removal and installation of new counter tops for break rooms.

Building - (b) (4)  
Break Room 601-A

(b) (4)

Building - (b) (4)  
Break Room 924

(b) (4)

Building - (b) (4)  
Break Room 9160

(b) (4)

The final firm fixed price is (b) (4) for removal and installation of counter tops for 3 Break Rooms.

Sincerely,

Scott Rodgers

Facility Manager  
Winchester Cold Storage Co.

INITIALS:

  
LESSOR

&

  
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**WINCHESTER COLD STORAGE  
605 N. LOUDOUN STREET  
WINCHESTER, VA 22601**

**BREAK ROOM 601-A**

Disconnect existing plumbing. Remove Counter. Add 48" of Counter. Reinstall w/ plumbing  
Install (1) 48" Base Cabinet. (1) 48WX32H Wall Cabinet. Back splash & Toe kick  
Move (1) existing outlet up to counter top level  
Repair any drywall, caulk and necessary painting  
Cut existing Vinyl base to fit  
Install New 1/4"X1 4" water line for coffee machine

(b) (4)

**BREAK ROOM 924**

Disconnect existing plumbing. Remove Counter. Add 36" of Counter. Reinstall w/ plumbing  
Install (1) 36" Base Cabinet. (1) 36WX42H Wall Cabinet. Back Splash & Toe kick  
Repair any drywall, caulk and necessary painting  
Cut Existing Vinyl base to fit

(b) (4)

**BREAK ROOM 9160**

Disconnect existing plumbing. Remove Counter. Add 36" of Counter. Reinstall w/plumbing  
Install (1) 39" Base Cabinet. (1) 39WX42 Wall Cabinet. Back Splash & Toe Kick  
Repair any Drywall, Caulk and Necessary Painting  
Cut Existing Vinyl Base to fit

(b) (4)

INITIALS:

  
LESSOR

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<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 15 <hr/> TO LEASE No. GS-03B-07385
ADDRESS OF PREMISES Winchester Cold Storage 188 Brooke Road Winchester, Virginia 22603-5798	PDN Number:

**THIS AMENDMENT** is made and entered into between

Winchester Cold Storage Company

whose address is: 605 North Loudoun Street  
Winchester, Virginia 22601

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to reflect the execution of an existing renewal option and to adjust the term of the lease and rental rates, in accordance with the terms of the renewal option.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective March 28, 2013, as follows:


- A. Use of the GSA Form 276, Supplemental Lease Agreement, has been discontinued. All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

This Lease Amendment contains two (2) pages.

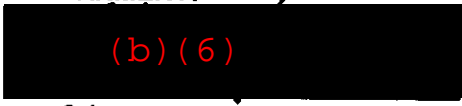
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

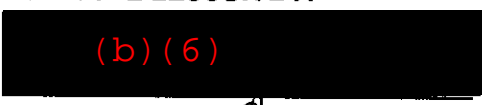
**FOR THE LESSOR:**

Signature:   
 Name: BRIAN K. BEAZER  
 Title: GM/CEO  
 Entity Name: WINCHESTER COLD STORAGE  
 Date: 1/10/13

**FOR THE GOVERNMENT:**

Signature:   
 Name: Christian Evans  
 Title: Lease Contracting Officer  
GSA, PBS, Real Estate Acquisition Division  
 Date: 1/15/2013

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: Michelle Gordon  
 Title: Sales/Marketing Mgr.  
 Date: 1/10/13

- B. Paragraph 2 of the Standard Form 2 is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"To have and to hold the said premises with their appurtenances, for the term commencing on September 28, 2007, through March 27, 2015, subject to termination and renewal rights as may be hereinafter set forth."

- C. Paragraph 3 of the Standard Form 2 is hereby amended by deleting the existing text and inserting in lieu thereof the following:

"The Government shall pay the Lessor annual rent of \$1,640,718.45 at the rate of \$136,726.54 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Winchester Cold Storage Company  
605 North Loudoun Street  
Winchester, Virginia 22601

Effective March 28, 2013, the total annual rent shall be \$1,640,718.45, which shall be comprised of the following:

Base Rent:	(b) (4)	(b) (4) per Rentable Square Foot)
Operating Rent:	\$ (b) (4)	(approximately (b) (4) per Rentable Square Foot)

INITIALS:

  
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<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	<b>LEASE AMENDMENT No. 16</b>
<b>LEASE AMENDMENT</b>	<b>TO LEASE No. GS-03B-07385</b>
<b>ADDRESS OF PREMISES</b> Winchester Cold Storage 188 Brooke Road Winchester, Virginia 22603-5798	<b>PDN Number:</b>

**THIS AMENDMENT** is made and entered into between

Winchester Cold Storage Company

whose address is: 605 North Loudoun Street  
Winchester, Virginia 22601

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to reflect the execution of an existing renewal option and to adjust the term of the lease and rental rates, in accordance with the terms of the renewal option.

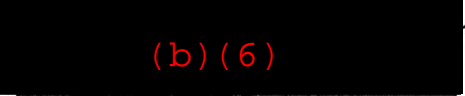
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution of this lease amendment by the Government as follows:

This Lease Amendment contains two (2) pages.

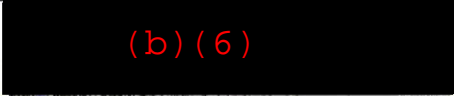
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


**FOR THE LESSOR:**

Signature:  (b) (6)  
 Name: BREAN K. BEAZER  
 Title: GM/CEO  
 Entity Name: WINCHESTER COLD STORAGE  
 Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature:  (b) (6)  
 Name: Christian Evans  
 Title: Lease Contracting Officer  
GSA, PBS, Real Estate Acquisition Division  
 Date: 3/28/2014

**WITNESSED FOR THE LESSOR BY:**

Signature:  (b) (6)  
 Name: Scott Rodgers  
 Title: Facility Manager  
 Date: 3-24-14



**A.** Paragraph 5 of the Standard Form 2 of the Lease is hereby amended by adding the following:

"This lease may be renewed at the option of the Government, provided notice is given in writing to the lessor at least 120 calendar days before the end of the original lease or any renewal term, for the following terms and at the following rentals:

One (1) two (2) year renewal option, for the period of March 28, 2015, through March 27, 2017, at an annual rental of \$1,673,129.08. The annual rental of \$1,673,129.08 is comprised of a base rent of (b) (4) (approximately (b) (4) per rentable square foot) and an operating rent of (b) (4) (approximately (b) (4) per rentable square foot). The total annual rent and corresponding operating rent shall be subject to any applicable adjustments to the lease operating rent. All other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing."

INITIALS:

  
LESSOR

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